

August 2022

Sep 2022 ►

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 7:00 pm City Council	2	3	4	5	6
7	8 6:30 pm Electric Committee Board of Public Affairs 7:30 pm Municipal Properties Committee	9 5:00 pm Planning Commission	10	11	12	13
14	15 6:00 pm Tree Commission 7:00 pm City Council	16	17	18	19	20
21	22 6:30 pm – Finance and Budget Committee 7:30 pm – Safety and Human Resources Committee	23 4:30 pm Civil Service Commission	24	25	26	27
28	29 <u>Fifth Monday</u>	30	31 6:30 pm Park Rec Board			

September 2022

◀ Aug 2022

Oct 2022 ▶

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5 LABOR DAY CITY OFFICES CLOSED	6 6:15 pm Technology Committee 7:00 pm City Council	7 11:00 am – 1:00 pm Employee Appreciation Taco Bar @Oberhaus Park	8	9	10
11	12 6:30 pm Electric Committee Board of Public Affairs 7:00 pm Water/Sewer Comm. 7:30 pm Municipal Properties Committee	13 4:30 pm Board of Zoning Appeals 5:00 pm Planning Commission	14	15	16	17
18	19 6:00 pm Tree Commission 6:00 pm Park Rec Committee 7:00 pm City Council	20	21	22	23	24
25	26 6:30 pm – Finance and Budget Committee 7:30 pm – Safety and Human Resources Committee - AMP Annual	27 4:30 pm Civil Service Commission - Conference -	28 6:30 pm Park & Rec Board - - -	29	30	

CITY COUNCIL

MEETING AGENDA

Monday, August 15, 2022 at 7:00 pm

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

A. Call to Order

B. Attendance (Noted by Clerk)

C. Prayer and Pledge of Allegiance

D. Approval of Minutes (in the absence of any objections or corrections, the minutes shall stand approved)

August 1, 2022 Regular City Council Meeting Minutes

E. Smart Thermostat Program Presentation by AMP

F. Citizen Communication

G. Reports from Council Committees

1. Electric Committee did not meet on August 8, 2022 due to lack of a quorum
2. Water, Sewer, Refuse, Recycling & Litter Committee did not meet on August 8, 2022, due to lack of agenda items
3. Municipal Properties, Building, Land Use and ED Committee met on August 8, 2022; and
 - a. Was informed of possible options to reduce deer population in the city. No action was taken, will bring back to committee in the spring of 2023.
4. Park and Recreation Committee did not meet earlier tonight due to lack of agenda items

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

1. The Board of Public Affairs did not meet on August 8, 2022 due to lack of a quorum
2. Planning Commission met on August 9, 2022; and
 - a. Approved PC 22-04 Re-plat of Lot 4 of the Re-plat of Lots 25, 26 and 27 – 222 East Front Street, Napoleon, OH.
3. Board of Zoning Appeals' meeting for August 9, 2022 was canceled due to lack of agenda items
4. Tree Commission met earlier this evening with the agenda items:
 - a. Review Tree Call Reports
 - b. Finalize Fall Plantings List
 - c. Finalize Fall Trimming List
 - d. Award Fall Removal Contract
 - e. Award Fall Topsoil Contract

I. Introduction of New Ordinances and Resolutions

1. **Ordinance No. 047-22**, an Ordinance Approving Current June 2022 Replacement Pages to the City of Napoleon Codified Ordinances
2. **Resolution No. 048-22**, a Resolution Authorizing the Approval of a TREX Liquor License for Familia Guerrero, LLC, located within the City of Napoleon, Ohio. (*Suspension Requested*)
3. **Ordinance No. 049-22**, an Ordinance Amending Threshold Amounts related to Competitive Bidding, Purchasing, Contracting, and Expenditures

J. Second Reading of Ordinances and Resolutions

1. **Ordinance No. 046-22**, an Ordinance Authorizing the Ohio Department of Transportation to Perform necessary Work within the City of Napoleon, Ohio regarding the Resurfacing and Bridge Repair Project on State Route 110

K. Third Reading of Ordinances and Resolutions

1. **Resolution 043-22**, a Resolution Authorizing the City Manager to Execute all Documents necessary to Apply for and Accept Ohio Public Works Commission State Capital Improvement Program (SCIP) and Local Transportation Improvement Program (LTIP) funds for projects deemed necessary by the City Engineer in the Year 2023; and declaring an Emergency
2. **Ordinance No. 044-22**, an Ordinance Amending Ordinance No. 053-21 regarding the compensation of certain City of Napoleon Position Classifications in and for the Year 2022; 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: Approve Power Supply Cost Adjustment Factor for August 2022 as PSCAF 3-month averaged factor \$0.02226 and JV2 \$0.112995
2. Discussion/Action: PC 22-04, Subdivision Re-plat of Lot 4 of the Re-plat of Lots 25, 26 and 27 – 222 East Front Street.
3. Discussion/Action: on Purchase of a 2022 Ford F-550 Chassis Regular Cab Dump Truck off State Contract for the Electric Department
4. Discussion/Action: Professional Design Services Agreement with Powers Engineering, Inc. for the Napoleon IS5 Line Relocation Project in the amount of \$237,811.00.
5. Discussion/Action: Acceptance of \$1,500 Grant from WalMart for Air Purifying Equipment for Police Department

M. Executive Session (Pending or Imminent Litigation)

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

O. Adjournment



Roxanne Dietrich – Acting Clerk

A. ITEMS REFERRED OR PENDING IN COMMITTEES OF COUNCIL

- 1. Technology & Communication Committee (1st Monday)**
(Next Regular Meeting: September 6, 2022 @6:15 pm)
- 2. Electric Committee (2nd Monday)**
(Next Regular Meeting: Monday, September 12, 2022 @6:30 pm)
 - a. Review of Power Supply Cost Adjustment Factor for September 2022
 - b. Electric Department Report
- 3. Water, Sewer, Refuse, Recycling & Litter Committee (2nd Monday)**
(Next Regular Meeting: Monday, September 12, 2022 @7:00 pm)
- 4. Municipal Properties, Buildings, Land Use & Economic Development Committee (2nd Monday)**
(Next Regular Meeting: Monday, September 12, 2022 @7:30 pm)
- 5. Parks & Recreation Committee (3rd Monday)**
(Next Regular Meeting: Monday, September 19, 2022 @6:00 pm)
- 6. Finance & Budget Committee (4th Monday)**
(Next Regular Meeting: Monday, August 22, 2022 @6:30 pm)
- 7. Safety & Human Resources Committee (4th Monday)**
(Next Regular Meeting: Monday, August 22, 2022 @7:30 pm)
- 8. Personnel Committee (as needed)**

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

- 1. Board of Public Affairs (2nd Monday)**
(Next Regular Meeting: Monday, September 12, 2022 @6:30 pm)
 - a. Review of Power Supply Cost Adjustment Factor for September 2022
 - b. Electric Department Report
- 2. Board of Zoning Appeals (2nd Tuesday)**
(Next Regular Meeting: Tuesday, September 13, 2022 @4:30 pm)
- 3. Planning Commission (2nd Tuesday)**
(Next Regular Meeting: Tuesday, September 13, 2022 @5:00 pm)
- 4. Tree Commission (3rd Monday)**
(Next Regular Meeting: Monday, September 19, 2022 @6:00 pm)
- 5. Civil Service Commission (4th Tuesday)**
(Next Regular Meeting: Tuesday, August 23, 2022 @4:30 pm)
- 6. Parks & Recreation Board (Last Wednesday)**
(Next Regular Meeting: Wed., August 31, 2022 @6:30 pm)
- 7. Privacy Committee (2nd Tuesday in May & November)**
(Next Regular Meeting: Tuesday, November 8, 2022 @10:30 am)
- 8. Records Commission (2nd Tuesday in June & December)**
(Next Regular Meeting: Monday, December, 2022 @6:45 pm)
- 9. Housing Council (1st Monday after the TIRC meeting)**
- 10. Health Care Cost Committee (as needed)**
- 11. Preservation Commission (as needed)**
- 12. Napoleon Infrastructure/Economic Development Fund Review Committee (NIEDF) (as needed)**
- 13. Tax Incentive Review Council**
- 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)**

City of Napoleon, Ohio
CITY COUNCIL MEETING MINUTES
Monday, August 1, 2022 at 7:00 pm

PRESENT

Councilmembers	Joe Bialorucki-Council President, Ross Durham-Council President Pro-Tem, Daniel Baer, Ken Haase, Molly Knepley, Dr. David Cordes
Mayor	Jason Maassel
City Manager	Joel Mazur
Law Director	Billy Harmon
Finance Director	Kevin Garringer
City Staff	Clayton O'Brien – Fire Chief Chad E. Lulfs, P.E., P.S.-Director of Public Works Tony Cotter – Director of Parks & Recreation and Cemeteries Brittany Roof – Human Resources Director
Others	News-media, Aquatic Center Personnel
Acting Recorder	Roxanne Dietrich

ABSENT

Councilmember	Lori Siclair
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CALL TO ORDER

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

APPROVAL OF MINUTES

The minutes from the July 18, 2022 City Council meeting were approved as presented.

RECOGNITION OF SELECT NAPOLEON AQUATIC CENTER PERSONNEL

Mayor Maassel stated the stereotype is lifeguards sit at the pool, they twirl their whistle back and forth, they blow it every once in a while, hey you walk-hey you walk, spin-spin-spin and work on their tan. That was not the case on July 19, 2022. Mayor Maassel asked the Aquatic Center personnel that are here tonight and were involved in the save to please come forward. On July 19, 2022 from what I have been told, one of our patrons had a medical emergency. The lifeguard noticed the patron was in trouble and was in the deep end of the pool. The lifeguards did exactly as they were trained and that mattered. They blew their whistle three times, went in to take and then all the help showed up. Everybody else made their way around to make sure that the lifeguards on the deck had a place to go. There was an angel nurse there, an off-duty nurse that helped out quite a bit too. On that day, training mattered. There are a couple of lifeguards that are not here tonight due to other obligations. We want to say *thank you* for all you do to keep that facility running as smoothly as possible. The Aquatic Center is a gem for the city. On that day, the training mattered. All the stuff you have went through, all that training you have done day in and day out hoping this day would never happen, all that training you did mattered on that day when that patron was at the bottom of the pool and you had to do what you were trained to do. Because of that, that person is still with us. That was a good day at the city pool. Maassel asked if anyone had anything they would like to say. Abby Allison, the pool assistant manager said I think everybody on our team responded really well. The three whistles were great, Justin and I heard them right away. It was really weird because we blow like a long whistle at the 50-minute mark of every single hour for a 10- minute break for the kids. The long whistle blew like at 3:49 pm and Justin and I looked each other like "he blew it like a minute early" and then, Addie Spicer sat up and was like "uh I just saw somebody fly off their stand". So, it was just like a really weird day. We all had our fanny packs

on and spread them out and saw the nurse doing compressions. It was really a good save, Cameran did awesome, the patron was like completely submerged at the bottom of the pool so for a 15-year-old girl, she did awesome.

APPROVAL OF MINUTES

The minutes from the July 18, 2022 City Council meeting were approved as presented.

CITIZEN COMMUNICATION

Bialorucki stated if anyone in the audience would like to address City Council on something that is not on the agenda please come up to the podium, tell us your full name and address. We give everyone five minutes.

Mike Austermiller, Dodd Street, Napoleon, Ohio.

I'm here to talk about pest. About three weeks ago I was out at the yard waste and when I came out of there, I saw some deer in the soybean field across the road and thought well, I'm going to check this out. I went around the back of WalMart and by the time I got there, you know the first time around the numbers went from 2 to 11 deer. So, I drove about a square mile around town and counted about 33 deer just out and about. I figure there is probably about 175 deer in the city limits. I got the records from the Police Department about vehicle deer crashes, there are 16 within the last year. I talked to Henry County Sheriff Mike Bodenbender today and he figured there is about 100 to 200 a year but, he did not have an exact number. I talked to a former game warden that started around 1962 and he said that year they had six road kills in the entire county. The current game warden is Matthew Smith and I have talked to him several times. He says if you have some damage from deer, to go to the website www.wildohio.gov and you can fill out a deer damage report. I told the farmer today which is Toby Fitzenrider that farms the field by the old WalMart and also farms the field by ADS, I talked to him, and he said well it keeps me busy just keeping insurance on those properties because you have to have this crop in by like June 20th to get insurance on it from all the geese, groundhogs and deer damage. Personally, I have gotten 13 groundhogs in the area where I live. I have been growing a garden for 57 years. Back about that time Ken Haase had Ken's Golf down the street. I talked to Kenny after one-third of my sweet corn was eaten which is ten dozen. He said they have been eating my flowers in the backyard. Anyway after I've gotten a third of my sweet corn eaten, they ate all the leaves off my tomatoes this year, they ate all the leaves off the green peppers and they ate all the leaves off the green beans and I am not real happy about it. I have a chain-link fence around my yard and the groundhogs if they want in, they just dig under. Then, I have to take more wires and put along the fence and get more dirt somewhere and I have to fill the holes back in. I have a property at 1211 Oakwood and at that one I have gotten nine groundhogs and four at my own residence. Now this problem has been working for decades. I talked to the insurance industry this week and my insurance the owners down there they said we are all for culling the herd. When I was on second shift coming back from Toledo at night I would drive along Kingsbury and Maumee. Those deer are so tame that they will sit right there at the curb. One night I turned around because I couldn't believe it was a real deer, I thought it was just a fake deer, so I turned around and that deer was within a few feet from me. I shined the flashlight in its eyes, it didn't move but, just as soon as I started putting the window down, it was gone quicker than ever. There have been some deer problems on Scott Street. We had a deer go through the Fastenal quarter inch plate glass window and that was either a year or two ago. Anyways, I am just asking for some help because it has gotten out of control. One of the reasons why we have so much deer habitat is they don't have any predators except man, and we can't shoot in Napoleon. A lot of the farm ground off of Scott Street in back of the old Landmark building has gone from farm ground to forest. Even in the Rye Street area across the bridge, people used to live back there, and they used to have gardens. A lot of the Hogrefe ground has become forest instead of being farmed. So, I want to see the Fitzenrider's keep farming because if they quit farming, that is going to turn forest and then we are

going to have even more deer. I think that pretty well outlines my situation. I did put some fishing line around my vegetables two feet to three feet and I don't know if that did any good or not. I'm about ready to put an electric fence in. Bialorucki thanked Austermillier for coming in and for taking the time to do all that research instead of just coming here and saying there is a lot of deer around. We appreciate all the work you did, and we can talk about what options we may have. Maassel chimed in you are absolutely right Mike. I take stuff out to the yard waste and do not think there has been a time yet this year when I have not seen a deer. There are always deer out there. Austermillier said don't get me wrong, the deer are magnificent. Maassel said but at the same time, that is an issue now. There is a line and you are right they are smart. The reason they are not getting shot, is they are coming to the city limits. They are not stupid animals. Austermillier reiterated remember that website www.wildohio.gov. I will be getting back with our game warden and wildlife officer and I will be getting back with Fitzenrider's and try to give them an idea what might have transpired tonight.

Ron Ferner, Scott Street, Napoleon, Ohio.

This is just a reiteration. I am not going to give you all the statistics and stuff that Austermillier gave. We have been talking about coming for a couple months now. It has just got to the point where the deer are out of control. Every night we can get up and look out our back window and there might be four or five in our backyard roaming around depending on how much light there is to see them. Our garden is right behind theirs (Austermillier's) and so our two gardens are kind of adjunct to each other, and the deer have done damage. They eat the blossoms off of everything, they ate all the raspberries, and we've ran into the same deal as he is with all the crops. We have raised garden there ever since Linda's Mom and Dad lived there and that was back in the 50's when they first built the house. I am just reiterating there is a deer problem. How you want to thin the herd if it's possible or is it just something we are just going to have to deal with and I have to put up a little one of those hunting stages or whatever you want on my back porch and sit out there with my spotlight. I don't know what you can really do other than having in-town shooting. I know Ottawa Hills tried that a couple years ago and the people that were complaining about their flowers being eaten turned around and started complaining about Bambi being shot because they thought they should have been trapped, you cannot trap a deer I'm just reiterating what Austermillier said.

Mazur added out of the five and a half years I have been here; this year has had the highest number of complaints that my office has received about deer. We heard from Jeff Comadoll when he was on Council that he would get complaints from people at the hardware store about the deer population, how it is growing, how there are hits, how it is a safety issue, how they are destroying crops and flower beds. Another thing is, there was an article in one of the local newspapers talking about how there's been record years of deer hits and how it just keeps increasing. Another item is and maybe either of you might know this, but are people feeding the deer? Austermillier replied I know one case where a lady buys corn and feeds them. Mazur said I had heard there was one or two people that actually feed the deer. They have the five gallon buckets out that are on timers, and they fling the corn out in their backyard. They like to see Bambi come up and eat the corn and you know they become really docile. Austermillier said now there is a deer stand within the city limits. You have to hike to find it but, there is a deer stand out there. Mazur noted it might be in that area that is not in the city limits. There is actually a donut hole over between Scott and Oakwood, there is actually an area that is technically not in the city limits. There is no development there, it is all wooded and it might be in there. Austermillier said no that isn't the location. Mazur noted there is a way where the City Manager can authorize a controlled hunt or there may be some type of culling of deer. The Law Director and I have talked about this a little bit and the only place that we could really do that would be Oakwood Park. That seems to be where the deer population is really rampant. It is a wooded area, but you would have to shut down the whole walking path area and segment off certain portions where people can hunt. To

close off the trail system and have a controlled hunt where maybe it's archery only or if there is a way that you can hire sharpshooters to come in and do culling. That is a process that has to go through ODNR and costs money but there is a way to do a controlled hunt in the city limits. To really control the population you have to do this for a sustained number of years to really bring the numbers back down. As the populations keep rebounding, how often do you keep doing it? Do you do it every year, every five years or see how it goes to really make a dent in the population. You can only get so many tags for Lulfs interjected in Henry County you can get three, one buck and two does or three does. Mazur said there is a way to do it but, it definitely impacts Oakwood Park and usage of the park. We do not know of many other areas unless there are private landowners like Mr. Fitzenrider who farms the land by the old WalMart and allowing private property owners over a certain acreage to hunt on those grounds too. There is a way to kind of set it up as like a lottery where people can apply and then you have them demonstrate that they have the ability, that they are not just anybody off the street coming in and trying to hunt the deer. You want to have some kind of filtering of who is a real hunter and who is the fly-by-night person. We want someone that knows the hunting laws and rules pretty well. You can screen that too. Those are just some options. October 1st is the start of bow season. So, if that is something we want to look at you can put that as an agenda item for either the Municipal Properties and Land Use Committee or maybe even the Parks and Rec Committee if this is something that Council would want to assign to a committee. Austermler noted ODNR can do a flyover and count the deer, but it has to be winter when the leaves are off the trees and there has to be snow on the ground. I believe there is an experimental deal that is going on in Mentor, Ohio where they are doing some kind of birth control type thing with the females.

REPORTS FROM COUNCIL COMMITTEES

Bialorucki reported the Finance and Budget Committee met on July 25, 2022 and made a recommendation to Council to accept the recommendation of the Finance and Budget Committee for the extension of the contract with the Independent CPA to continue the next five annual audits. The committee also made the recommendation to Council to increase the threshold limit for purchases or contracts (Ordinance No. 105.01) and contracts, material and labor (Ordinance 105.02) to \$50,000

Safety and Human Resources Committee did not meet on July 25, 2022 due to lack of agenda items.

Technology and Communications Committee did not meet on August 1, 2022 due to lack of agenda items.

INTRODUCTION OF NEW ORDINANCES AND RESOLUTIONS

Ordinance No. 046-22 – ODOT Resurfacing and Bridge Repair Project St. Rt. 110

Council President Bialorucki read by title Ordinance No. 046-22, an Ordinance Authorizing the Ohio Department of Transportation to perform necessary Work within the City of Napoleon, Ohio regarding the Resurfacing and Bridge Repair Project on State Route 110.

Motion: Durham Second: Knepley
to approve First read of Ordinance No. 046-22

Lulfs reported the State of Ohio needs legislation allowing them to work within the City's corporation limits. I met with the State today and requested they consider extending their project from P3, that is their terminus of the project, and extend it to Perry Street. It was also asked if there was any way we could get in on the backside of one of their programs called the Urban Paving Program. While we did not get a definitive *yes* today, this legislation would give ODOT permission to work in the city. There could be a second piece coming that would have them pave from P3 to Perry Street. ODOT would cover between 70% to 80% of those costs, we will know more about that later. Tonight's legislation allows ODOT to work in the corporation limits. If we have another one coming, it would be an agreement for

the additional work. Maassel asked St. Rt. 110 runs in front of the Campbell Soup Company, is Campbell's aware what is going on so they can route their truck traffic appropriately? Lulfs replied yes. As you may or may not be aware, ODOT has a project going on there right now doing bank stabilization work and believe that is the third project they have done out there in about the last 10 years, this will be the fourth and they have coordinated with Campbell's on all the previous projects. I did not ask them that question but, they have coordinated previously.

Roll call vote approving First Read of Ordinance No. 046-22

Yea-Baer, Haase, Dr. Cordes, Knepley, Durham, Bialorucki

Nay-

Yea-6, Nay-0. Motion Passed.

SECOND READING OF ORDINANCES AND RESOLUTIONS

Resolution No. 043-22 – Apply for OPWC/Issue II Grant

Council President Bialorucki read by title Resolution No. 043-22, a Resolution Authorizing the City Manager to execute all documents necessary to apply for and accept Ohio Public Works Commission State Capital Improvement Program (SCIP) and Local Transportation Improvement Program (LTIP) funds for projects deemed necessary by the City Engineer in the year 2023; and declaring an emergency.

Motion: Knepley Second: Haase
to approve Second Read of Resolution No. 043-22

Lulfs explained this is the annual grant application we apply for commonly known as Issue II. We generally apply for funding for various sewer projects. As of now, my intention is to apply to replace the brick arch sewer on Third Street. That is probably in the worst condition of any of the other sewers in town. Right now, my estimate sits at about \$725,000. If we are successful, we would receive \$325,000 from that grant. This legislation allows the City Manager to make application.

Roll call vote approving Second Read of Resolution No. 043-22

Yea-Baer, Haase, Dr. Cordes, Knepley, Durham, Bialorucki

Nay-

Yea-6, Nay-0. Motion Passed

Ordinance No. 044-22 – Compensation of Certain Position Classifications

Council President Bialorucki read by title Ordinance No. 044-22, an Ordinance Amending Ordinance No. 053-21 Regarding the Compensation of certain City of Napoleon Position Classifications in and for the Year 2022; and declaring an Emergency.

Motion: Durham Second: Baer
to approve Second Read of Ordinance No. 044-22

Mazur reported this is the recommended pay adjustment for the part-time firefighters.

Roll call vote approving Second Read of Ordinance No. 044-22

Yea-Baer, Haase, Dr. Cordes, Knepley, Durham, Bialorucki

Nay-

Yea-6, Nay-0. Motion Passed

THIRD READINGS OF ORDINANCES AND RESOLUTIONS

Ordinance No. 037-22 – Engineering Department Rules and Regulations Amended

Council President Bialorucki read by title, Ordinance No. 037-22, an Ordinance Amending the City of Napoleon, Ohio Engineering Department Rules and Regulations, also Amending previous Scrivener's Errors and Formatting Issues; and declaring an Emergency

Motion: Knepley Second: Dr. Cordes
to pass Ordinance No. 037-22 on Third Read

Mazur did not have anything new to report for Ordinance No. 037-22

Roll call vote to pass Ordinance No. 037-22 on Third Read
Yea-Baer, Haase, Dr. Cordes, Knepley, Durham, Bialorucki
Nay-

Yea-6, Nay-0. Motion Passed

GOOD OF THE CITY (Discussion/Action)

June 2022 Replacement Pages to the Codified Ordinances

Motion: Haase Second: Durham
to direct the Law Director to draft legislation for the June 2022 Replacement Pages to the Codified Ordinances

Roll call vote on the above motion:
Yea-Baer, Haase, Dr. Cordes, Knepley, Durham, Bialorucki
Nay-

Yea-6, Nay-0. Motion Passed

Review of Trex Permit Application for Taqueria El Gordito

Mazur reported the owner plans on being at the next meeting and will be requesting suspension so that she can proceed with getting her application into the state to get it moving along. This is a business that is currently located at Perry Street and Front and will be moving to where the old KFC (Kentucky Fried Chicken) was and wants to trex a liquor permit in to serve alcohol.

Motion: Durham Second: Dr. Cordes
to direct the Law Director to draft legislation for the Trex Liquor Permit Application/Taqueria El Gordito

Roll call vote on the above motion:
Yea-Baer, Haase, Dr. Cordes, Knepley, Durham, Bialorucki
Nay-

Yea-6, Nay-0. Motion Passed

Recommendation to Accept the Recommendation of the Finance and Budget Committee for the Extension of the Contract with the Independent CPA to continue for the next five annual audits

Garringer stated we are asking for a motion from City Council to approve the extension of the agreement with the City of Napoleon and BHM CPA Group. This is the CPA firm that has done our audit for the last five years. The state has decided that the City of Napoleon does not need to have the state review our audits. Occasionally the state will pull back in for a re-review but, they allowed us to have an extension of five additional years with the BHM CPA Group. This was discussed in the Finance and Budget Committee. We would encourage approval and are looking for a motion to extend the original agreement. Bialorucki asked if for some reason we do not choose to extend this agreement, we would have to look for another firm to start over? Garringer explained that is an option. If we were not happy with this group, we would do a Request for Proposal (RFP) and have other accounting firms give us a quote. I am comfortable with this group and my employees are comfortable with this group too. In my opinion they have done a good enough job to honor the extension. Dr. Cordes asked you feel the price

is fair too, right? Garringer said I do. It is higher than what it was before, but that agreement was from five years ago and feel if we did ask for other accounting firms to submit proposals, that it would be within the range of what others would put their quotes in for. It is a good thing when the state tells you they are not going to bring you back. Typically, when the state brings you back in, and I would anticipate that in five years because that would give us ten years' time, that it is going to cost us more money.

Motion: Durham Second: Knepley
to accept the recommendation and approve the five-year extension of the agreement with BHM CPA

Roll call vote on the above motion:

Yea-Baer, Haase, Dr. Cordes, Knepley, Durham, Bialorucki

Nay-

Yea-6, Nay-0. Motion Passed

Recommendation to Increase the Threshold Limit for Purchases or Contracts (Ordinance No. 105.01) and Contracts, Material and Labor (Ordinance No. 105.02) to \$50,000

Mazur reported anything over \$25,000 requires City Council approval and would require some type of legislation or bid to make sure that funds are appropriated for whatever action it is. The issue with the formal bidding process \$25,000 threshold is, at \$24,999.99 you can issue a purchase order and it is a less cumbersome process. A department head puts together a purchase requisition, sends it in, the City Manager reviews it and if approved it goes to the Finance Department for review and approval, then a purchase order is issued. It definitely is not a rubber stamp process. There have been several times where the City Manager's office and the Finance Director's office have turned things back or had to correct things or something else happened along the way. When you get to that \$25,000 mark, it is a substantial difference in the amount of work it takes to put together a bid document. Not just the paperwork that's involved in putting everything together and processing it but, the time that goes into it too. We are getting to the point where more things are going over \$25,000 and it really bogs down the process. The service that the Department Heads are trying to provide for their departments is the premise for the recommendation going above the \$25,000. Bialorucki noted I think you also mentioned that in the long run it could cost us more money because maybe some of the contractors do not want to go through the bidding process, and they just say *forget it* and then we end up going with someone else that may have charged more. Mazur said 100%. You start to weed out a lot of a lot of your smaller contractors and a lot of your large contractors if they have to go through the whole bidding process. It is not worth the effort for them, they have bigger things to worry about. Dr. Cordes said if I remember correctly, you also talked about how the state allowed \$50,000 and how other cities have a limit with the state of \$50,000. So, it's easier for other cities to work with people than it is with us doing the contracting. Mazur replied that is right. \$50,000 is the state threshold and that is state statute. Are they going to raise theirs at some point? My guess would be probably but, it has not come to that point yet. The recommendation is to keep the ordinance, change it to \$50,000 and keep it at \$50,000. If the state moves, then the state moves but this stays at \$50,000. Bialorucki asked we have been at \$25,000 now for Lulfs interjected 18 years. Bialorucki asked if Lulfs had anything else to add? Lulfs said the facts pretty much sums it up. The Engineering Department had two projects this year that if we had a \$50,000 threshold, we probably could have avoided the bidding process. To give you an idea, the bidding process from the time Roxanne and I start on the books until we advertise, open bids and go through the award process is approximately two months. Then, we might have another six weeks to sign contracts. So, if we want to do a project in the summer, we have to start that process in January or February and that makes it very difficult to get things accomplished and makes us very inefficient. It is much more efficient if we have a construction project, we can call two or three area contractors that we know are capable and have been here a long time and we know can do the work and get quotes. We

would give them two weeks to get us a quote then, we would select whoever is the lowest and then we write the purchase order. If we are doing a design project, it is a similar issue where if we know which consulting firms can do the work, we will get a hold of three or four of them and get quotes. If they meet our budget, we select whoever is the lowest and move on. It just makes all the work the departments are doing much more efficient. We have seen some of the rising costs in some of our projects. We can accomplish much less for \$25,000 than we could even just two years ago. This is an effort to try to make us more efficient and expedite not only the construction projects but also the design projects, as well as some of our purchases. Garringer said he is very comfortable going to \$50,000. We still have our procedures in place. If items are not budgeted, they will have to go to the Finance and Budget Committee to do budget increases because they do not have the funds to be able to encumber. So that process is already there.

Motion: Haase

Second: Knepley

to direct the Law Director to draft legislation to amend Codified Ordinance 105.01 and 105.02

Roll call vote on the above motion:

Yea-Baer, Haase, Dr. Cordes, Knepley, Durham, Bialorucki

Nay-

Yea-6, Nay-0. Motion Passed

Cemetery Dump Truck Replacement

Mazur reported the cemetery dump truck caught on fire. It is an old truck and was totaled out. Bialorucki asked is this one of the trucks that was probably somewhere in the department years ago and then somewhere else and then somewhere else and it ends up Cotter said we bought that truck in 2001. That was one of the very few dump trucks that we got that had not been handed down. Mazur continued the truck is totaled out and the insurance is going to pay just over \$10,000. We had our internal people look at that price and the condition of the truck and they said *take the money and run*. We did not argue on the price of the insurance claim. The issue is, we still have to bury people in the cemeteries, and we still have to maintain the cemeteries by statutes, so we do need a new truck. There are two options that we would recommend. What we will call option two and was in your packet is to have the Parks Department purchase a dump truck replacement off the State Term Contract. To do that, we would use the insurance claim fund as well as the cemetery. Cemeteries as part of the parks, is actually paid out of the General Fund that is not parks, that is strictly General Fund. The remainder would come from Capital Fund. Cotter added there is a truck fund. Mazur continued when you expense out what this type of truck is going to cost brand new, we are probably in the \$70,000 to \$80,000 range maybe even upwards of \$90,000 as it is going to need a plow package, a tow package so it is outfitted with everything that goes with it. Option One and this would be the recommendation, would be to transfer down a truck from the Electric Department that is a 2015 one ton that is already stocked and ready to go. It is a dump truck and has relatively low miles and is on the Electric Department rotation and think it is something that would last several years for the Parks Department. Then, the Electric Department would purchase a new truck. So, sell the vehicle to the Cemeteries Fund to pay for the used vehicle from Electric and then have the Electric Department buy the new truck. The Electric Department's vehicle is probably three years out or so on its rotation but, would need to be rotated out anyway and it is getting close to that mark. This would be the recommendation for City Council to approve of. Whichever option we go with, we would need a budget adjustment of some sort to account for that. Garringer stated this is one of those items that during budget season we did not anticipate a new cemetery vehicle. Mazur said it will be inconvenient as it could be up to a year before we get a vehicle but, it could be inconvenient for the Parks Department for now to toggle back and forth borrowing vehicles from other departments too. Dr. Cordes asked how tough is it to get a new one right

away anyway? Lulfs said probably a year. Dr. Cordes noted it will be kind of tough to get a new one anyway, so we are going to be in a bind either way. Mazur stated from the financial perspective, we believe the best option is to pass down the electric vehicle and purchase from the Electric Development Fund a new vehicle for a replacement. Bialorucki asked what do you need from Council tonight? Mazur replied a motion if we are replacing the truck so we can put it on order and if approved by Council we can order it and then make the appropriation adjustment at the next quarterly budget adjustment. Bialorucki asked if we are not going to get it for a year, when will that money actually be disbursed, will that be after budget for next year? Garringer explained if you order it before the end of this year, we certainly could encumber the money and the encumbrance would carryover until next year for whenever it comes in. We have done that with police cars that did not come in and we did that with golf carts too.

Motion: Durham Second: Dr. Cordes
to recommend the Electric Department's 2015 one-ton dump truck be transferred to the Cemetery Department and the Electric Department purchase a new truck

Maassel asked if the 2015 is ready as a snow pusher or will that require some work to get that outfitted for us? Lulfs thought that truck is outfitted. Maassel asked what condition was the 2001 in, it had a fire so obviously not the best condition. What I am trying to prevent is the worst looking truck in Napoleon's fleet being part of our cemetery and when people come in from out of town and we are giving somebody their last day and we have a less than stellar vehicle being on-site for that process. Mazur said the electric one is very clean; you would not think it is seven years old. They keep them very clean.

Roll call vote on the above motion:

Yea-Baer, Haase, Dr. Cordes, Knepley, Durham, Bialorucki
Nay-

Yea-6, Nay-0. Motion Passed

AROUND THE TABLE

Garringer - if anyone is interested, I have paper copies of the audit that was approved by the State. I kept a paper copy; gave one to the Mayor and one to the City Manager. I have two additional copies if anyone wants to borrow one, you are more than welcome to check it out and return it. They are certainly available for anyone to review.

Mazur – introduced the new Human Resources Director, Brittany Roof. Brittany hales from the State of Florida. She moved here with her husband and lives with her family in the Wauseon area and took the position and has been here one week. I want to request that she come with us to the Executive Session that is listed on the agenda.

Mazur continued next week we have the Electric Committee, there is an item for the Water, Sewer, Refuse, Recycling and Litter Committee and will talk to the chair about that committee, and we do not have anything for Municipal Properties at this time unless something comes up. Peak alerts for electric we may have a 5cp alert on Wednesday but, we have really been light on the alerts. We were pretty heavy early on but, they have been lighter. Having a 5cp is probably not going to be enough to dispatch the generators so we probably will not have them go on. The last thing I wanted to say was Mike, Ron and Mrs. Ron thanks for coming out. It is always good to hear from people and have people show up and express concerns and do research and know the business that you guys are talking about and letting us know what your concerns are so we can appropriately address them. I have received a lot of calls, complaints and things but, it is always nice to see people here to express their concerns so thank-you.

Harmon – No items, thank-you.

Dr. Cordes – No items.

Haase - I took a drive around town Sunday, that was probably the cleanest I have ever seen the town look. I think everybody mowed their yard; you didn't see any long grass anywhere the town looked nice.

Baer – I would just follow up on what Mazur said about the deer issues, it definitely is a problem. Another area that is a little heavy is over my direction at County Road P and Jahns Road up to the school's wooded area behind the baseball field. I nearly picked off a baby deer the other day, it was sitting right in the road.

Maassel – it is the 100th anniversary of the Napoleon golf course. There is a lot of work that goes on there day in and day out. Cotter and his crew do a great job. Some golf at night and some play during the day. I have not played on the course in a long time but every time I talk to people, all I hear are compliments about how good the course is. Thanks to Cotter and all your people for all they do out there day in and day out, we appreciate it.

I received a complaint letter from a citizen about they had an inordinate amount of firework residue from the city's July 4th fireworks display. I think the wind was blowing differently that night than normal, so there was a lot more than usual. I will talk to Cotter about it to make sure we take care of that resident. Obviously, we are not providing good quality service to them and that is something we always try to take a lot of pride in. Same kind of issue but a little different with the sewer rebuild that was done out on Bales, the quality of grass seed that was put in afterwards.

Bialorucki asked Lulfs to tell Council about the projects that are starting this week. Lulfs said the contractor is supposed to be moving in sometime this week to start the path project on Jahns that's going to run down Jahns Road to Ritter Park and then along Riverview Avenue. The city utility crews started work today out by the parking lot working on relocating some poles and removing a water service we were not aware existed. Nagel's reported that they would be moving in this week. The word we got from Gerken Paving this morning was that in the next day or two they will start milling on Glenwood and Westmoreland and Woodlawn. They are looking at possibly holding off milling Independence for now. They could be laying asphalt in and around the northwest side of the city as soon as Thursday. Putting that much asphalt down will take a few days.

Durham – I was glad we were able to recognize the Aquatic Center personnel tonight. My daughter was at the pool that day and saw that event, it was a traumatic experience so it's cool to be able to recognize those folks out there for their work on a daily basis.

I would like to see the deer issue sent to a committee. I don't know where we want that to end up but, I would like that to be appointed if possible.

Lastly, we have definitely increased our social media presence as a city. I think that has been intentional from the IT committee and a few others, so I just want to say *thank-you* for the focus there. I think that is a great way to kind of spread what is going on in partnership with Brian and the Northwest Signal. It is just another avenue.

Knepley – I have nothing, thank-you.

Bialorucki assigned the deer issue to the Municipal Properties, Building, Land Use and Economic Development Committee. Mazur asked if that will be for next week's committee meeting? Bialorucki asked will we have enough information by then or did you want to do a little bit of research and come back to us? Mazur said if you want to do something this year, you are probably going to want to have it next week. I think we have enough information now unless Harmon tells me otherwise. Harmon said we can make it work.

EXECUTIVE SESSION

Motion: Durham

Second: Knepley

to go into Executive Session for personnel and collective bargaining

Roll call vote on the above motion:

Yea-Baer, Haase, Dr. Cordes, Knepley, Durham, Bialorucki

Nay-

Yea-6, Nay-0. Motion Passed

City Council went into Executive Session at 7:59 pm.

ADJOURN FROM EXECUTIVE SESSION

Motion: Knepley

Second: Durham

to come out of Executive Session for personnel and collective bargaining at 8:50 pm

Roll call vote on the above motion:

Yea-Baer, Haase, Dr. Cordes, Knepley, Durham, Bialorucki

Nay-

Yea-6, Nay-0. Motion Passed

Council President Bialorucki reported no action was taken.

APPROVE PAYMENTS OF BILLS

In the absence of any objections or corrections, the payment of bills was approved.

ADJOURNMENT

Motion: Haase

Second: Knepley

to adjourn the City Council meeting at 8:51 pm.

Roll call vote on the above motion:

Yea-Baer, Haase, Dr. Cordes, Knepley, Durham, Bialorucki

Nay-

Yea-6, Nay-0. Motion Passed

Approved

August 15, 2022

Joseph Bialorucki – Council President

Jason Maassel – Mayor

Marrisa Flogaus - Clerk

Peak Shaving via Community Energy Savings: Smart Thermostat Program Overview

Adam Ward
Erin Miller



American Municipal Power, Inc. (AMP)

Stronger Together: Serving Members Through Joint Action

- Not-for-profit wholesale power supplier and services provider for public power systems located in 9 states – DE, IN, KY, MD, MI, OH, PA, VA and WV
 - AMP members serve approximately 650,000 meters; nearly 3,500 megawatt peak
 - AMP has roughly 200 employees
- **Key strengths**
 - Member owned and governed
 - Board of Trustees made up of 21 member officials
 - Engaged members, Board and project participant committees
 - Strong financial ratings
 - Diverse energy portfolio
 - Industry partnerships (APPA, TEA, LPPC, SEPA, NHA, HCI)
 - Regulatory and legislative presence
 - Breadth of staff expertise
 - Value-add member programs and services
 - AMPT

AMP Mission, Vision and Values

Mission

To serve Members through public power joint action, innovative solutions, robust advocacy and cost-effective management of power supply and energy services.

Vision

To be public power's trusted leader in providing Members and their customers the highest-quality, forward-looking services and solutions.

Values

- **Integrity** - Be honest, fair, reliable, trustworthy and ethical.
- **Member Focus** - Provide dedicated and professional support to all members in the AMP footprint.
- **Partnership** - Collaborate to achieve common goals.
- **Employee Engagement** - Commit to a diverse, inclusive, safe and supportive work environment.
- **Stewardship** - Manage resources wisely and sustainably while striving for operational, financial and administrative excellence.
- **Innovation** - Energize and inspire new and creative approaches that increase value to Members and Employees.
- **Accountability** - Be responsive and communicate transparently and effectively.



Napoleon Power & Light

An AMP member since 1981

- Joel Mazur represents Napoleon on AMP's Board of Trustees and chairs the AMPT and Transmission/RTO committees. Joel also serves on several additional committees including the Focus Forward Advisory Council.
- Participates in AMP programs:
 - EcoSmart Choice®
 - Efficiency Smart®
 - Key Accounts
 - Training & Safety Programs
 - Mutual Aid
- Participates in a number of AMP generation projects
- Designated by the American Public Power Association (APPA) as a
 - Smart Energy Provider
 - Reliable Public Power Provider (RP3) Platinum Level
- Received multiple safety and awards of excellence from APPA and AMP

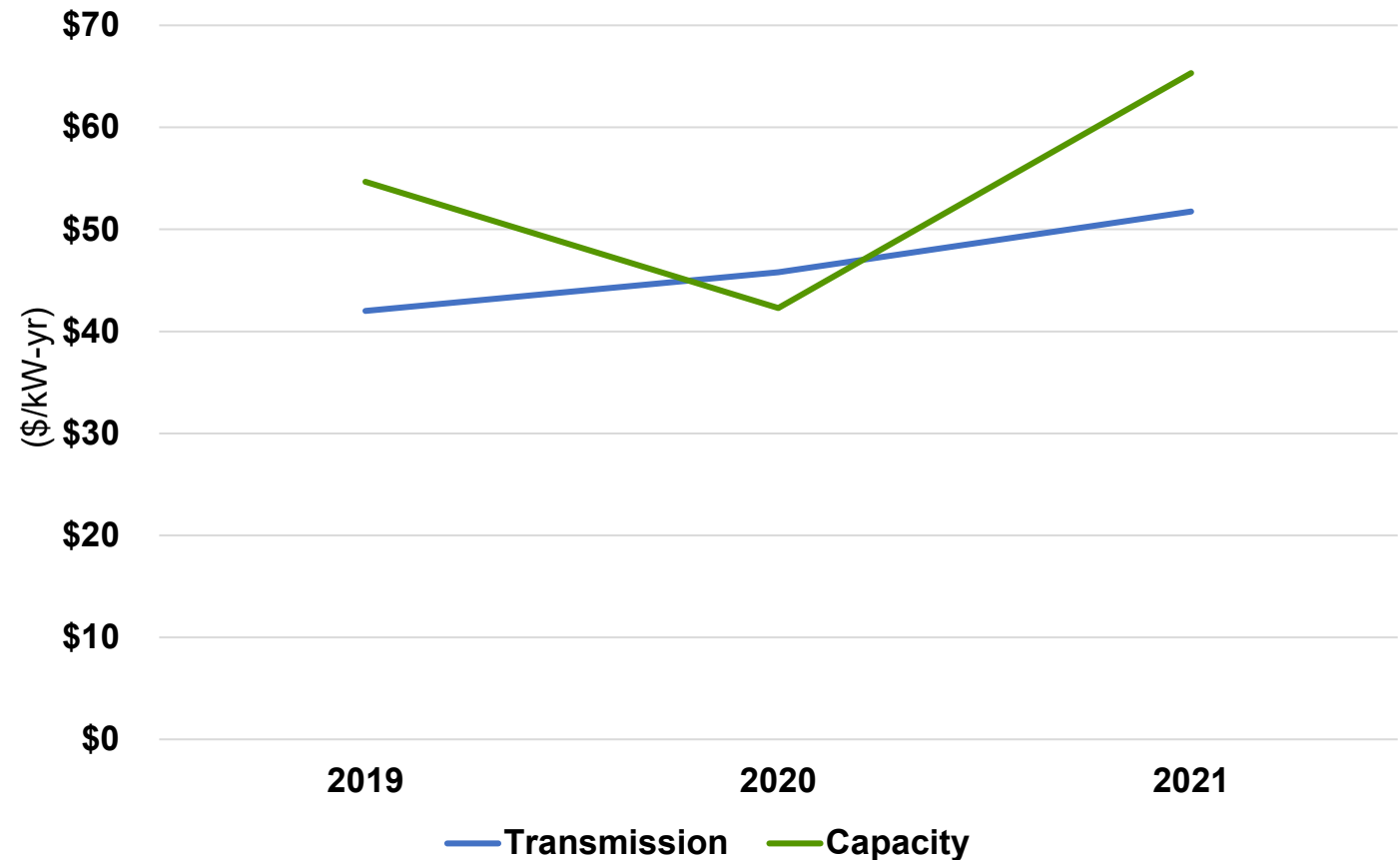
The challenge

Capacity charges have increased on average 19.7%

Transmission has increased on average 25%

Capacity and Transmission Costs

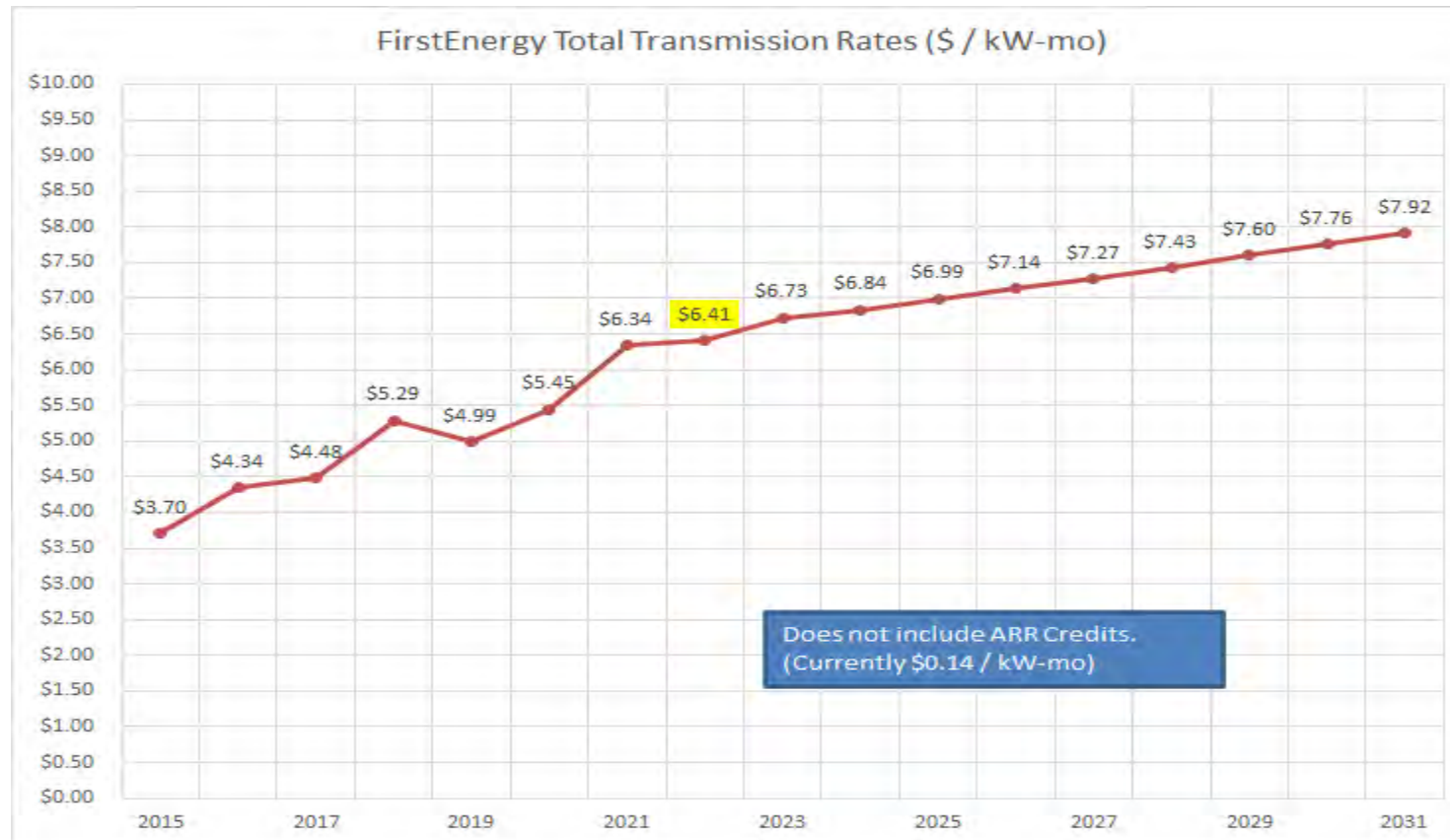
(Average between 2019 – 2021)



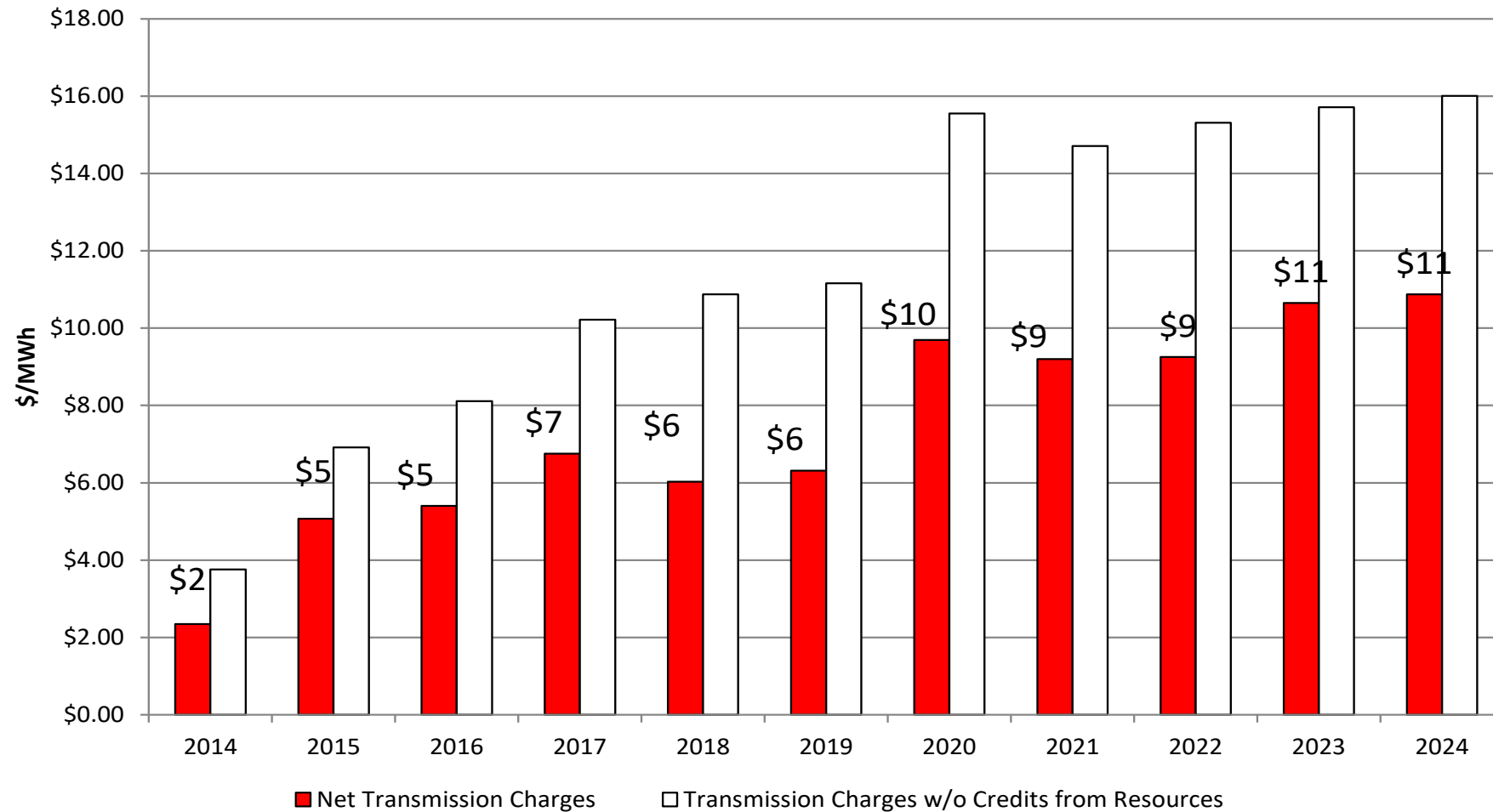
Source: Craig Kleinhenz

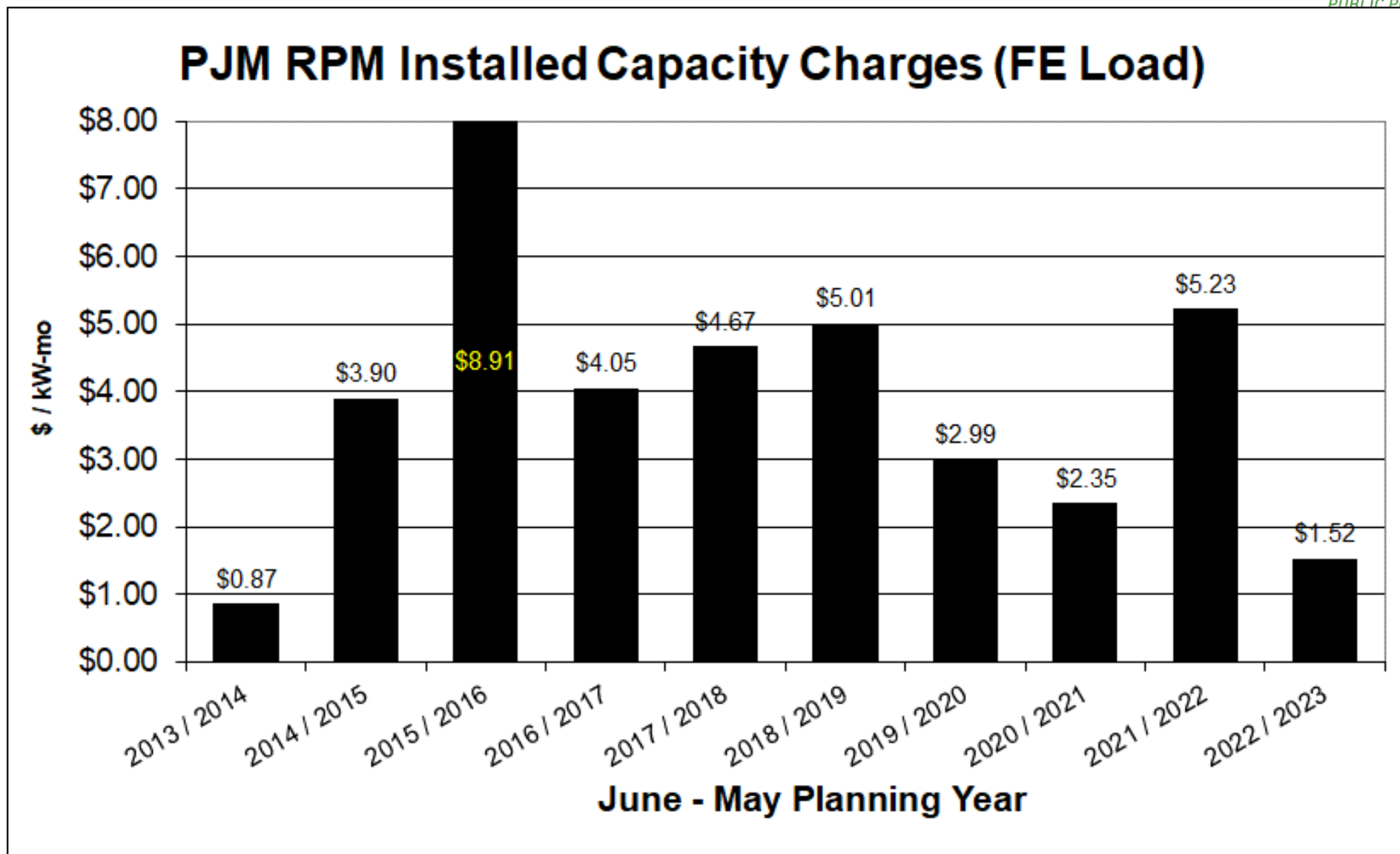
FirstEnergy Transmission Demand Charge

- Based on Costs of FE (ATSI) Transmission System
- Formula Rates (Formula fixed, Dollars updated annually)

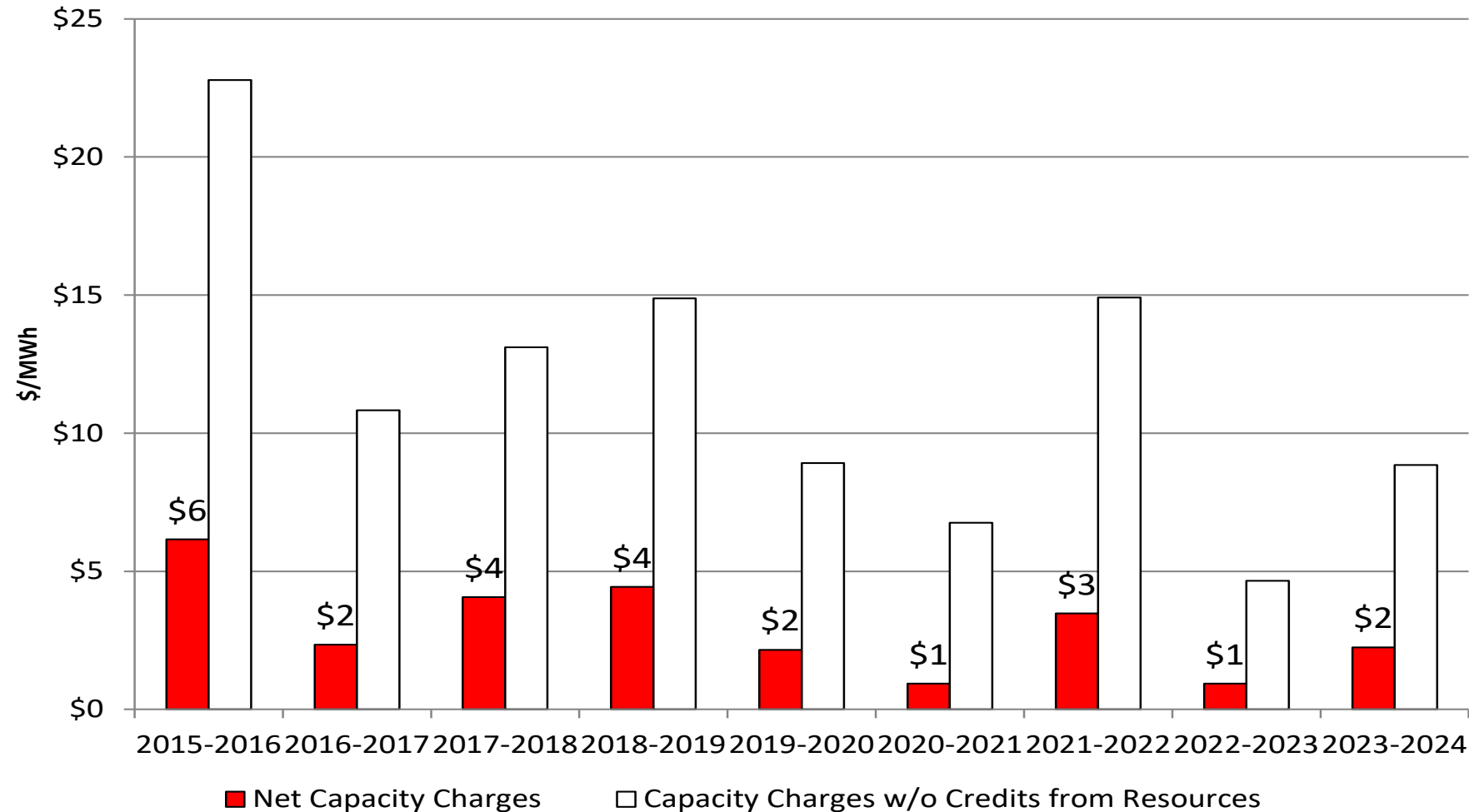


Transmission Charge Impact to Overall Rates: Napoleon





Capacity Charge Impact to Overall Rates: Napoleon



Peak Shaving

- Peak Shaving Notifications:
- AMP sends out notices via email notifying members of predicted 1CP and 5CPs

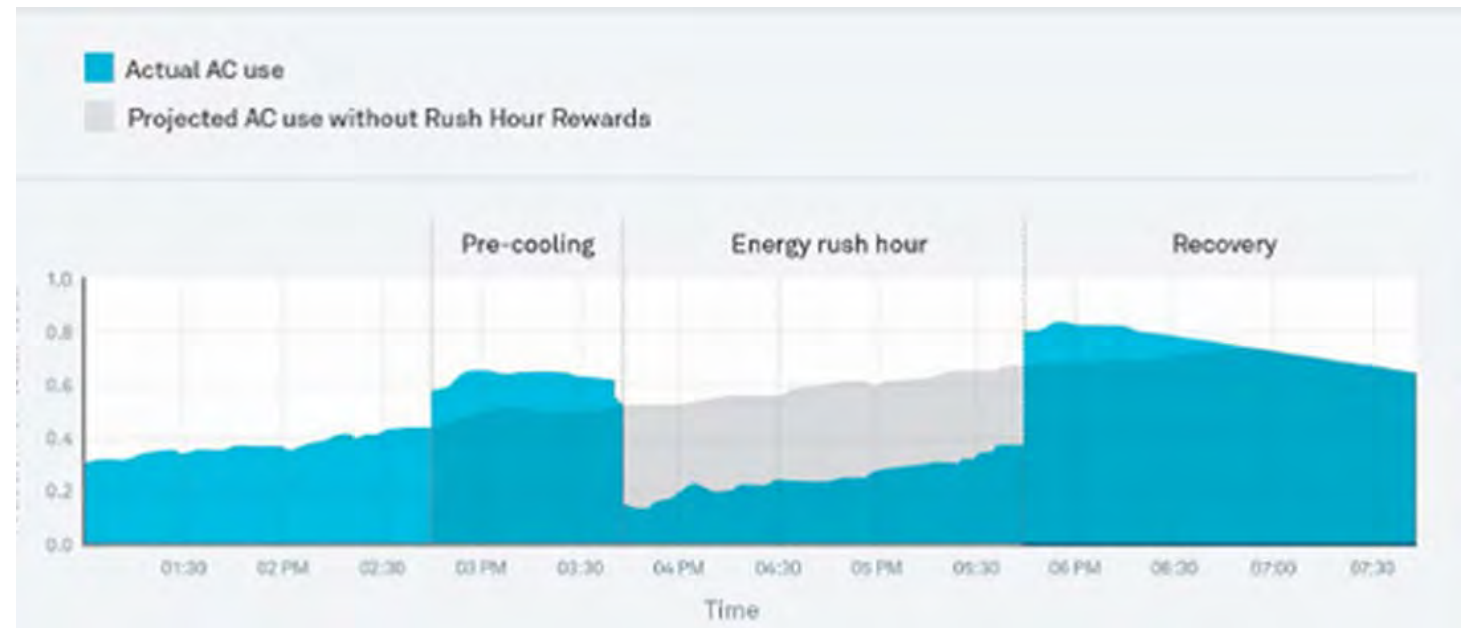
<ul style="list-style-type: none"> • Yellow - Be prepared to run if conditions change Load Curtailm / High Peak Loads are Possible That Could Change Alert Level • Orange - Low cost or high lead/startup time generation should run Load Curtailment not yet needed • Red - Likely to be a 1 or 5 CP hour/ All Generation should run Load Curtailm / Load Curtailments and Social Media Alerts Recommended • Black - High Likelihood of Peak for Year - Do Not Skip
--

- Transmission Peak Shaving Savings 1,000kW = \$77,000/Year
- Capacity Peak Shaving Savings 1,000kW = \$45,000/Year

The opportunity is peak shaving

In addition to BTM generation, we can combat increasing transmission and capacity charges by reducing Member system peak demand through management of connected technologies, focused initially on connected or 'smart' thermostats.

This program has the potential to connect water heaters, electric vehicles, pool pumps and more down the line on a single platform.



Community Energy Savings Program purpose

- To combat transmission and capacity (T&C) charges by reducing Member system peak demand through the management of connected technologies such as thermostats, water heaters, electric vehicles (EVs), pool pumps and more
- The initial five-year program will be a thermostat program that adjusts AC load during summer peak days, no more than 15 times/year
 - Reduce cooling equipment load at peak times by 1 kW/thermostat/event*
- The program can also help members improve customer satisfaction and engagement by providing a positive touchpoint with customers
- Based on current T&C costs and projections, members in ATSI, PJM Pool, Blue Ridge, and OMEG zones are best suited for the program, but all Members can join
 - Estimated net savings for the following zones (average benefit minus \$80 (thermostat fee):
 - ATSI: \$17/thermostat, PJM Pool: \$13/thermostat, Blue Ridge: \$7/thermostat, and OMEG: \$15/thermostat

**Source: 1 kW/thermostat/event — Westerville has seen 0.95 kW/thermostat/event; EnergyHub results show 1.09-1.30/kW/thermostat/event*



- Based in Brooklyn, NY
 - Established in 2007
 - Owned by Alarm.com
 - Over 100 full-time employees
 - Mercury DERMS software platform
- **Smart Thermostat clients:** Los Angeles Department of Water & Power, Lincoln Electric System, Austin Energy, CPS Energy, SRP, plus numerous IOU & cooperatives
 - **Thermostat OEM partners:** Nest, Ecobee, Honeywell, Emerson, Carrier, LUX, Alarm.com, Vivant, Amazon
 - **Other smart technology capabilities:** EV chargers, solar inverters, water heaters, energy storage
 - User-friendly application
 - Can manage incentive processing
 - Members can submit customer data files directly to EnergyHub through secure FTP site or review and approve customer data files through the DERMS platform

How it works

Joint action provides economy of scale to use a DERMS

- Once we reach critical mass, AMP will partner with EnergyHub as our third-party Distributed Energy Resource Management System (DERMS) provider
- Members will be charged \$80/thermostat enrolled/year
- Members who enroll in the program prior to December 2022 will not be charged the device fees in the first year if they commit to enroll at least 2% of their total residential meters
- Member residential customers would voluntarily sign up for the program through their existing or newly purchased smart thermostat via the thermostat OEM app or email notification, pushed out 4 times/year
- Thermostat OEMs send customer enrollment information to the DERMS provider
- There are two ways Members can manage enrollments:
 - Automated — Within the DERMS platform, customers will be approved/denied by cross-referencing Member customer list that is provided by the Member on a monthly basis on a SFTP site, verifying that they are a customer of the community
 - Manual approval process — Member logs into DERMS platform and verifies customers; requires completion of the Google Security Assessment
- If assistance is needed to accomplish the customer verification process or Google Security Assessment, AMP IT can support at an additional cost
- Enrolled customers are sent a one-time Visa Gift Card incentive payment of \$55 by the DERMS provider

How it works continued

DERMS would enable Members to peak shave using connected thermostats

Events

- When AMP sends a notification of a peak alert, AMP Dispatch, via the DERMS platform, schedules the enrolled thermostats to pre-cool and then shut down or cycle during the event timeframe
 - Max of 15 events per year, although additional emergency events are allowed
 - Max of 4 hours
 - Weekends and holidays only called during emergency events
 - Thermostats will be grouped and scheduled by transmission zone, Member utility, or all at once
- Members can choose to opt out of the event; or members may want to call their own event – in both cases Dispatch staff must be notified as they will have to initiate it
- Member customers are notified of the event via the thermostat OEM app and/or email. Notification messaging can be customized by AMP but branded as one program
- Member customers can opt out, without penalty, via the thermostat itself or in the thermostat OEM app. Per the DERMS provider:
 - Opt-out customers still deliver 0.5 kW load shed, on average; and
 - There is about an 88% participation rate in each event and about a 95% retention rate over two years

How it works continued

The DERMs would enable Members to understand thermostat performance

Reporting

- AMP can view and download performance reports, which can be broken out by Member utility, transmission zone and in program aggregate
- Reports can include:
 - kW savings per event, month or season, and
 - Number of thermostats enrolled vs. number of thermostats that participated
- These reports would be provided to participating Member utilities on an event, monthly, quarterly or seasonal basis

Estimated Benefits

Assumptions used in calculating member benefits

- Based on actual Capacity & Transmission figures through 2022, capacity is projected to stay flat and transmission is projected to increase by 2.3% year over year. (AMP Power Supply)
- 80% hit accuracy of the 5 & 1 CP days and accounts for reduction in benefits for zones that may peak in the winter. (AMP Power Supply)
- Peak shave 1-kW per thermostat per event. (EnergyHub)
- At this time, the energy will NOT be aggregated and bid into the capacity markets.
- Benefits will be reflected in each participating Member's transmission and capacity costs on their monthly power supply bills, similar to peaking units.
- Savings are delayed, so thermostats enrolled in the 2023 peaking season will result in transmission savings seen in January-December 2024 and capacity savings will be seen in June 2024-May 2025.

Estimated average benefit per participating thermostat		
Zone	5-Year Life	Year
First Energy (ATSI)	\$ 483.05	\$ 96.61
AEP (OMEG)	\$ 474.03	\$ 94.81
PJM Pool	\$ 466.44	\$ 93.29
AEP (Blue Ridge)	\$ 436.00	\$ 87.20
Penelec	\$ 407.71	\$ 81.54
Perkasie	\$ 375.18	\$ 75.04
EPPG-PPL	\$ 353.63	\$ 70.73
Ephrata	\$ 338.13	\$ 67.63
EPPG-METED	\$ 337.13	\$ 67.43
Hamilton	\$ 320.96	\$ 64.19
Lebanon	\$ 303.05	\$ 60.61
Williamstown	\$ 291.27	\$ 58.25
Delmarva	\$ 256.77	\$ 51.35
New Martinsvl.	\$ 228.55	\$ 45.71
Philippi	\$ 221.14	\$ 44.23
Dayton (WASG)	\$ 216.58	\$ 43.32
Front Royal	\$ 210.12	\$ 42.02

Estimated Benefits

Member name ¹	Napoleon
Community Energy Savings Zone	ATSI
Your estimated average device savings (\$/thermostat/year) ²	\$96.61
2% of your residential meters	103
Meter adjuster (enter an adjustment to your meters) ³	0%
What is your estimated enrollment escalator? ⁴	8%
Device fee year 1	\$0.00
Device fee years 2-5	\$80.00
Will you have startup IT costs? ⁵	No
Estimated startup costs	\$0

SUMMARY		
	COSTS	SAVINGS
Year 1	\$0	\$0
Year 2	\$8,908	\$9,961
Year 3	\$9,620	\$10,757
Year 4	\$10,390	\$11,618
Year 5	\$11,221	\$12,547
Year 6	\$0	\$13,551

TOTAL ESTIMATED PAYBACK (YEAR 1 SIGNUP) ⁶	\$18,295
TOTAL ESTIMATED PAYBACK (YEAR 2 SIGNUP) ⁶	\$7,717

¹ Berlin, MD = enter as "Berlin-MD"; Berlin, PA = enter as "Berlin"; If you receive an error, please double-check your spelling. If spelling is correct, you may be in a zone that does not have transmission and capacity costs (MISO).

² Savings are determined by using the transmission & capacity average costs based on current estimates for 2023-2027, as of June 26, 2022; Transmission costs have been adjusted to account for zones that winter peak; Assumes an 80% 'hit rate' for peaking events; Assumes 1 kW savings per thermostat (EnergyHub results show 1.09-1.30/kW/thermostat/event).

³ Adjust the number of meters for the start of the program. AMP has calculated 2% of the community's residential meters based on data AMP has on file. If the information is not correct, please let AMP know.

⁴ The average estimate is provided by EnergyHub. They have seen growth from 3% to as much as 55% year over year. The default is set to 8% growth, it will likely be higher initially and drop off over time.

⁵ There may be IT start-up costs depending on if your community needs assistance with the customer verification process. There are two ways to verify customers in the program:

1. Manual Verification:

- Member logs into the DERMS Mercury Platform and verifies enrollees as eligible customers (Google Nest Security Assessment Questionnaire needed from each participating member)
- AMP holds an annual training for how to fill out the Nest Questionnaire (no cost, included in budget).
- AMP IT staff (charged at billable rate) support members who need assistance filling out the Questionnaire.

2. Automated Verification (no Nest Questionnaire):

- Members would provide an eligible customer list to Energy Hub on a monthly basis (via an SFTP site) and Energy Hub will automatically verify enrollees.
- AMP IT staff (charged at billable rate) support members to get the customer list in the correct format (Costs can range from \$2,400 set up and \$625/year thereafter, up to \$16,800 set up and \$4,175 thereafter – depending on whether the existing CIS will support extracting data in the proper format for automated verification).

⁶ Note this calculation assumes that the program ends after five years with the savings from the fifth year showing in year 6 when there are no expenses.

Preliminary contract details

- AMP will sign a 5-year contract with Energy Hub once a threshold of 2,300 thermostats is reached. The goal is by January 2023
- AMP would have contracts with Members via a schedule to the existing MSA
 - Members will have a sign-up window each year between October and February for participation in the next peaking season
 - For inaugural Members, those that sign up by December 2022, the rates are as follows:
 - Year 1 (ends Dec. 31, 2023): \$0 per thermostat
 - Year 2+: \$80/thermostat/year
 - In exchange for no device fees in the first year, inaugural Members sign up for a minimum of 2% of their meters
 - Participating Members will be billed monthly on power supply bill starting in January 2024. If collectively, among all members participating, we do not reach 2,300 thermostats, AND the member does not reach their 2% minimum enrollment by the end of the year, a proportional true-up will occur
 - For Members that sign up after inaugural enrollment, their contract term would mirror the time left on AMP's Energy Hub contract and the rates are as follows:
 - \$80/thermostat/year
 - If a Member exits the program early, they would be obligated to pay AMP for their enrolled thermostats for the remainder of their contract

Smart Thermostat Program Timeline: May 2022 – Sept. 2023

1. **JULY:** Send Members an email explaining the program and projected benefits.
2. **JULY-AUGUST:** Follow up with Members to answer questions and gauge interest.
3. **AUGUST-SEPTEMBER:** Send draft Member Schedule to those interested in joining the program.

Also, Marketing Team, Power Supply and Sustainability Team will talk with Members during meetings / member engagements about the program; during regional Power Supply meetings; during conference, etc.

1. **MAY-JULY:** Work with EnergyHub on vendor agreement and lock in for 6 months.
2. **JULY-AUGUST:** Develop a Member Schedule, draft legislation and updated cost-benefit analysis for interested Members.
3. **AUGUST-NOVEMBER:** Support Members' efforts to pass legislation.
4. **BY DECEMBER:** Members execute Schedule.

1. **BY JANUARY 13, 2023:** If there is enough member interest to reach minimum threshold, sign contract with EnergyHub.
2. **JANUARY-APRIL 2023:** Onboarding process with EnergyHub
3. **APRIL 2023:** Push notification to enroll customers into the program
4. **MAY-SEPTEMBER 2023:** Peaking season, AMP Power Supply will call events and Dispatch will schedule enrolled thermostats for peak shaving. No more than 15 events/year.

Member
Engagement

Contract
Logistics

Launch



For additional information, contact:

Erin Miller, AVP energy policy and sustainability

Phone: 614.540.1019

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Corey Hawkey, director of member programs and sustainability

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Email: chawkey@amppartners.org



ORDINANCE NO. 047-22

**AN ORDINANCE APPROVING CURRENT JUNE 2022 REPLACEMENT
PAGES TO THE CITY OF NAPOLEON CODIFIED ORDINANCES**

WHEREAS, certain provisions within the Codified Ordinances should be amended to conform with current State law as required by the Ohio Constitution; and,

WHEREAS, various ordinances of a general and permanent nature have been passed by Council which should be included in the Codified Ordinances; and,

WHEREAS, the City has heretofore entered into a contract with the American Legal Publishing Corporation (formerly known as Walter H. Drane Company) to prepare and publish such revision which is before Council; **Now Therefore**,

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

Section 1. That, the Ordinances of the City of Napoleon, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections within the June 2022 Replacement Pages to the Codified Ordinances are hereby approved and adopted; such having been certified as correct by the Clerk of Council and the Mayor.

Section 2. That, among others, the following sections and chapters are hereby added, amended or repealed as respectively indicated in order to comply with current State law.

Traffic Code

Impounding Vehicles on Public Property

General Offenses Code

No Changes

Section 3. That, the complete text of all current Codified changes is set forth in the current replacement pages to the City of Napoleon's Codified Ordinances, said pages which are attached to this Ordinance as Exhibit "A." Any summary publication of this Ordinance shall include a complete listing of these sections. Notice of adoption of each new section by reference to its title shall constitute sufficient publication of new matter contained therein.

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, upon passage, this Ordinance shall take effect at the earliest time permitted by law.

Passed: _____

Joseph D. Bialorucki, Council President

Approved: _____

Jason P. Maassel, Mayor

VOTE ON PASSAGE _____ Yea _____ Nay _____ Abstain

Attest:

Marrisa Flogaus, Clerk of Council

I, Marrisa Flogaus, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 047-22 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____, 2022; & 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.

Marrisa Flogaus, Clerk of Council

INSTRUCTIONS FOR INSERTING
JUNE 2022 REPLACEMENT PAGES
FOR THE
CODIFIED ORDINANCES
OF NAPOLEON

All new replacement pages bear the footnote "June 2022 Replacement". Please discard old pages and insert these new replacement pages immediately as directed in the following table.

Discard Old Pages

Insert New Pages

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Cover and Certification Page
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**CODIFIED
ORDINANCES
OF THE
CITY OF
NAPOLEON
OHIO**

Local legislation current through June 20, 2022

State legislation current through April 6, 2022

CERTIFICATION

We, Jason Maassel, Mayor and Marrisa Hall, Executive Assistant to Appointing Authority - Clerk of Council of Napoleon, Ohio pursuant to Article II Section 2.15 of the Charter and Section 121.03 of the Administrative Code, hereby certify that the general and permanent ordinances of the City of Napoleon, Ohio, as revised, rearranged, compiled, renumbered as to sections, codified and printed herewith in component codes are correctly set forth and constitute the Codified Ordinances of Napoleon, Ohio, 1996, as amended to June 20, 2022.

/s/ Jason Maassel
Mayor

/s/ Marrisa Hall
Clerk of Council

Codified, edited and prepared for
publication by
THE WALTER H. DRANE COMPANY
Cleveland, Ohio

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- (2) A taxpayer may amend a declaration under rules prescribed by the Tax Administrator. When an amended declaration has been filed, the unpaid balance shown due on the amended declaration shall be paid in equal installments on or before the remaining payment dates. The amended declaration must be filed on the next applicable due date as outlined in (C)(1)(a) through (d) of this section.
 - (3) On or before the fifteenth day of the fourth month of the year following that for which the declaration or amended declaration was filed, an annual return shall be filed and any balance which may be due shall be paid with the return in accordance with Section 194.091 of this Chapter.
 - (a) For taxpayers who are individuals, or who are not individuals and are reporting and filing on a calendar year basis, the annual tax return is due on the same date as the filing of the federal tax return, unless extended pursuant to division (G) of section 5747.08 of the Revised Code.
 - (b) For taxpayers who are not individuals, and are reporting and filing on a fiscal year basis or any period other than a calendar year, the annual return is due on the fifteenth day of the fourth month following the end of the taxable year or period.
 - (4) An amended declaration is required whenever the taxpayer's estimated tax liability changes during the taxable year. A change in estimated tax liability may either increase or decrease the estimated tax liability for the taxable year.
- (D) (1) In the case of any underpayment of any portion of a tax liability, penalty and interest may be imposed pursuant to Section 194.10 of this Chapter upon the amount of underpayment for the period of underpayment, unless the underpayment is due to reasonable cause as described in division (E) of this section. The amount of the underpayment shall be determined as follows:
- (a) For the first payment of estimated taxes each year, twenty-two and one-half per cent of the tax liability, less the amount of taxes paid by the date prescribed for that payment;
 - (b) For the second payment of estimated taxes each year, forty-five per cent of the tax liability, less the amount of taxes paid by the date prescribed for that payment;
 - (c) For the third payment of estimated taxes each year, sixty-seven and one-half per cent of the tax liability, less the amount of taxes paid by the date prescribed for that payment;
 - (d) For the fourth payment of estimated taxes each year, ninety per cent of the tax liability, less the amount of taxes paid by the date prescribed for that payment.
- (2) The period of the underpayment shall run from the day the estimated payment was required to be made to the date on which the payment is made. For purposes of this section, a payment of estimated taxes on or before any payment date shall be considered a payment of any previous underpayment only to the extent the payment of estimated taxes exceeds the amount of the payment presently required to be paid to avoid any penalty.
- (E) An underpayment of any portion of tax liability determined under division (D) of this section shall be due to reasonable cause and the penalty imposed by this section shall not be added to the taxes for the taxable year if any of the following apply:

- (1) The amount of estimated taxes that were paid equals at least ninety per cent of the tax liability for the current taxable year, determined by annualizing the income received during the year up to the end of the month immediately preceding the month in which the payment is due.
- (2) The amount of estimated taxes that were paid equals at least one hundred per cent of the tax liability shown on the return of the taxpayer for the preceding taxable year, provided that the immediately preceding taxable year reflected a period of twelve months and the taxpayer filed a return with the municipal corporation under Section 194.091 of this Chapter for that year.
- (3) The taxpayer is an individual who resides in the Municipality but was not domiciled there on the first day of January of the calendar year that includes the first day of the taxable year.

(F) A Tax Administrator may waive the requirement for filing a declaration of estimated taxes for any class of taxpayers after finding that the waiver is reasonable and proper in view of administrative costs and other factors.
(Ord. 053-15. Passed 11-16-15.)

194.08 CREDIT FOR TAX PAID.

194.081 CREDIT FOR TAX PAID - CITY OF NAPOLEON.

Every individual taxpayer domiciled in the municipality who is required to and does pay, or has acknowledged liability for, a municipal tax to another municipality on or measured by the same income, qualifying wages, commissions, net profits or other compensation taxable under this chapter/ordinance, may claim a nonrefundable credit against the tax imposed by this chapter/ordinance upon satisfactory evidence that tax has been paid to another municipality. The credit shall not exceed seventy percent (70%) of the amount obtained by multiplying the income, qualifying wages, commissions, net profits or other compensation subject to tax in the other municipality by the lower of the tax rate in such other municipality or the tax rate imposed under this chapter/ordinance.

(b) If a resident of Napoleon operates a business or businesses in another taxing municipality and the business or businesses incur a loss, the amount of the loss is deemed primarily subject to the taxing jurisdiction of the other taxing municipality and may not be used to reduce the taxpayer's Napoleon tax base.
(Ord. 019-22. Passed 4-4-22.)

194.082 REFUNDABLE CREDIT FOR QUALIFYING LOSS.

(A) As used in this section:

- (1) "Nonqualified deferred compensation plan" means a compensation plan described in section 3121(v)(2)(C) of the Internal Revenue Code.
- (2) (a) Except as provided in division (A)(2)(b) of this section, "qualifying loss" means the excess, if any, of the total amount of compensation the payment of which is deferred pursuant to a nonqualified deferred compensation plan over the total amount of income the taxpayer has recognized for federal income tax purposes for all taxable years on a cumulative basis as compensation with respect to the taxpayer's receipt of money and property attributable to distributions in connection with the nonqualified deferred compensation plan.

- (b) If, for one or more taxable years, the taxpayer has not paid to one or more municipal corporations income tax imposed on the entire amount of compensation the payment of which is deferred pursuant to a nonqualified deferred compensation plan, then the "qualifying loss" is the product of the amount resulting from the calculation described in division (A)(2)(a) of this section computed without regard to division (A)(2)(b) of this section and a fraction the numerator of which is the portion of such compensation on which the taxpayer has paid income tax to one or more municipal corporations and the denominator of which is the total amount of compensation the payment of which is deferred pursuant to a nonqualified deferred compensation plan.
 - (c) With respect to a nonqualified deferred compensation plan, the taxpayer sustains a qualifying loss only in the taxable year in which the taxpayer receives the final distribution of money and property pursuant to that nonqualified deferred compensation plan.
 - (3) "Qualifying tax rate" means the applicable tax rate for the taxable year for the which the taxpayer paid income tax to a municipal corporation with respect to any portion of the total amount of compensation the payment of which is deferred pursuant to a nonqualified deferred compensation plan. If different tax rates applied for different taxable years, then the "qualifying tax rate" is a weighted average of those different tax rates. The weighted average shall be based upon the tax paid to the municipal corporation each year with respect to the nonqualified deferred compensation plan.
- (B)
 - (1) Except as provided in division (D) of this section, a refundable credit shall be allowed against the income tax imposed by a municipal corporation for each qualifying loss sustained by a taxpayer during the taxable year. The amount of the credit shall be equal to the product of the qualifying loss and the qualifying tax rate.
 - (2) A taxpayer shall claim the credit allowed under this section from each municipal corporation to which the taxpayer paid municipal income tax with respect to the nonqualified deferred compensation plan in one or more taxable years.
 - (3) If a taxpayer has paid tax to more than one municipal corporation with respect to the nonqualified deferred compensation plan, the amount of the credit that a taxpayer may claim from each municipal corporation shall be calculated on the basis of each municipal corporation's proportionate share of the total municipal corporation income tax paid by the taxpayer to all municipal corporations with respect to the nonqualified deferred compensation plan.
 - (4) In no case shall the amount of the credit allowed under this section exceed the cumulative income tax that a taxpayer has paid to a municipal corporation for all taxable years with respect to the nonqualified deferred compensation plan.
- (C)
 - (1) For purposes of this section, municipal corporation income tax that has been withheld with respect to a nonqualified deferred compensation plan shall be considered to have been paid by the taxpayer with respect to the nonqualified deferred compensation plan.

- (2) Any municipal income tax that has been refunded or otherwise credited for the benefit of the taxpayer with respect to a nonqualified deferred compensation plan shall not be considered to have been paid to the municipal corporation by the taxpayer.

(D) The credit allowed under this section is allowed only to the extent the taxpayer's qualifying loss is attributable to:

- (1) The insolvency or bankruptcy of the employer who had established the nonqualified deferred compensation plan; or
- (2) The employee's failure or inability to satisfy all of the employer's terms and conditions necessary to receive the nonqualified deferred compensation.
(Ord. 053-15. Passed 11-16-15.)

194.083 CREDIT FOR PERSON WORKING IN JOINT ECONOMIC DEVELOPMENT DISTRICT OR ZONE.

A Municipality shall grant a credit against its tax on income to a resident of the Municipality who works in a joint economic development zone created under section 715.691 or a joint economic development district created under section 715.70, 715.71, or 715.72 of the Ohio Revised Code to the same extent that it grants a credit against its tax on income to its residents who are employed in another municipal corporation, pursuant to Section 194.081 of this Chapter.
(Ord. 053-15. Passed 11-16-15.)

194.084 CREDIT FOR TAX BEYOND STATUTE FOR OBTAINING REFUND.

(A) Income tax that has been deposited or paid to the Municipality, but should have been deposited or paid to another municipal corporation, is allowable by the Municipality as a refund, but is subject to the three-year limitation on refunds as provided in Section 194.096 of this Chapter.

(B) Income tax that should have been deposited or paid to the Municipality, but was deposited or paid to another municipal corporation, shall be subject to collection and recovery by the Municipality. To the extent a refund of such tax or withholding is barred by the limitation on refunds as provided in Section 194.096, the Municipality will allow a non-refundable credit equal to the tax or withholding paid to the other municipality against the income tax the Municipality claims is due. If the Municipality's tax rate is higher, the tax representing the net difference of the tax rates is also subject to collection by the Municipality, along with any penalty and interest accruing during the period of nonpayment.

(C) No carryforward of credit will be permitted when the overpayment is beyond the three-year limitation for refunding of same as provided in Section 194.096 of this Chapter.

(D) Nothing in this section requires a Municipality to allow credit for tax paid to another municipal corporation if the Municipality has reduced credit for tax paid to another municipal corporation. Section 194.081 of this Chapter regarding any limitation on credit shall prevail.

(Ord. 053-15. Passed 11-16-15.)

194.09 ANNUAL RETURN.

194.091 RETURN AND PAYMENT OF TAX.

- (A) (1) An annual return with respect to the income tax levied on Municipal Taxable Income by the Municipality shall be completed and filed by every taxpayer for any taxable year for which the taxpayer is subject to the tax, regardless of whether or not income tax is due.

- (2) The Tax Administrator shall accept on behalf of all nonresident individual taxpayers a return filed by an employer, agent of an employer, or other payer located in the Municipality under subsection 194.051(C) of this Chapter when the nonresident individual taxpayer's sole income subject to the tax is the qualifying wages reported by the employer, agent of an employer, or other payer, and no additional tax is due to the Municipality.
- (3) All resident individual taxpayers, 18 years of age and older, shall file an annual municipal income tax return with the Municipality, regardless of income or liability.
- (4) If a taxpayer is retired and is receiving only Social Security income or other retirement income, then that taxpayer need not file an annual tax return. However, during any tax year, if that taxpayer receives income other than retirement income or Social Security income (for example, including but not limited to, income received from lottery winnings, taxable wages, or any other miscellaneous income), then that taxpayer must file a timely tax return for each year in which income other than retirement income or Social Security income is received.
- (5) All tax payments are first applied to the oldest year owing, and such payments are first applied to penalty and interest for that year, and then to tax owed.

(B) If an individual is deceased, any return or notice required of that individual shall be completed and filed by that decedent's executor, administrator, or other person charged with the property of that decedent.

(C) If an individual is unable to complete and file a return or notice required by the Municipality in accordance with this chapter, the return or notice required of that individual shall be completed and filed by the individual's duly authorized agent, guardian, conservator, fiduciary, or other person charged with the care of the person or property of that individual. Such duly authorized agent, guardian, conservator, fiduciary, or other person charged with the care of the person or property of that individual shall provide, with the filing of the return, appropriate documentation to support that they are authorized to file a return or notice on behalf of the taxpayer. This notice shall include any legally binding authorizations, and contact information including name, address, and phone number of the duly authorized agent, guardian, conservator, fiduciary, or other person.

(D) Returns or notices required of an estate or a trust shall be completed and filed by the fiduciary of the estate or trust. Such fiduciary shall provide, with the filing of the return, appropriate documentation to support that they are authorized to file a return or notice on behalf of the taxpayer. This notice shall include any legally binding authorizations, and contact information including name, address, and phone number of the fiduciary.

(E) No municipal corporation shall deny spouses the ability to file a joint return.

(F) (1) Each return required to be filed under this section shall contain the signature of the taxpayer or the taxpayer's duly authorized agent and of the person who prepared the return for the taxpayer, and shall include the taxpayer's social security number or taxpayer identification number. Each return shall be verified by a declaration under penalty of perjury.

- (2) A taxpayer who is an individual is required to include, with each annual return, amended return, or request for refund required under this section, copies of only the following documents: all of the taxpayer's Internal Revenue Service form W-2, "Wage and Tax Statements," including all information reported on the taxpayer's federal W-2, as well as taxable wages reported or withheld for any municipal corporation; the taxpayer's Internal Revenue Service form 1040; and, with respect to an amended tax return or refund request, any other documentation necessary to support the refund request or the adjustments made in the amended return. An individual taxpayer who files the annual return required by this section electronically is not required to provide paper copies of any of the foregoing to the Tax Administrator unless the Tax Administrator requests such copies after the return has been filed.
 - (3) A taxpayer that is not an individual is required to include, with each annual net profit return, amended net profit return, or request for refund required under this section, copies of only the following documents: the taxpayer's Internal Revenue Service form 1041, form 1065, form 1120, form 1120-REIT, form 1120F, or form 1120S, and, with respect to an amended tax return or refund request, any other documentation necessary to support the refund request or the adjustments made in the amended return.
 - (4) A taxpayer that is not an individual and that files an annual net profit return electronically through the Ohio business gateway or in some other manner shall either mail the documents required under this division to the Tax Administrator at the time of filing or, if electronic submission is available, submit the documents electronically through the Ohio business gateway or a portal provided by Municipality. The department of taxation shall publish a method of electronically submitting the documents required under this division through the Ohio business gateway on or before January 1, 2016. The department shall transmit all documents submitted electronically under this division to the appropriate Tax Administrator.
 - (5) After a taxpayer files a tax return, the Tax Administrator shall request, and the taxpayer shall provide, any information, statements, or documents required by the Municipality to determine and verify the taxpayer's municipal income tax liability. The requirements imposed under division (F) of this section apply regardless of whether the taxpayer files on a generic form or on a form prescribed by the Tax Administrator.
 - (6) Any other documentation, including schedules, other municipal income tax returns, or other supporting documentation necessary to verify credits, income, losses, or other pertinent factors on the return shall also be included to avoid delay in processing, or disallowance by the Tax Administrator of undocumented credits or losses.
- (G) (1) (a) Except as otherwise provided in this chapter, each individual income tax return required to be filed under this section shall be completed and filed as required by the Tax Administrator on or before the date prescribed for the filing of state individual income tax returns under division (G) of section 5747.08 of the Ohio Revised Code. The taxpayer shall complete and file the return or notice on forms prescribed by the Tax Administrator or on generic forms, together with remittance made payable to the Municipality or Tax Administrator.

- (b) Except as otherwise provided in this chapter, each annual net profit income tax return required to be filed under this section by a taxpayer that is not an individual shall be completed and filed as required by the tax administrator on or before the fifteenth day of the fourth month following the end of the taxpayer's taxable year or period. The taxpayer shall complete and file the return or notice on forms prescribed by the tax administrator or on generic forms, together with remittance made payable to the Municipality or Tax Administrator.
 - (c) In the case of individual income tax return required to be filed by an individual, and net profit income tax return required to be filed by a taxpayer who is not an individual, no remittance is required if the amount shown to be due is ten dollars or less.
 - (2) If the Tax Administrator considers it necessary in order to ensure the payment of the tax imposed by the Municipality in accordance with this chapter, the Tax Administrator may require taxpayers to file returns and make payments otherwise than as provided in this section, including taxpayers not otherwise required to file annual returns.
 - (3) With respect to taxpayers to whom Section 194.092 of this Chapter applies, to the extent that any provision in this division conflicts with any provision in Section 194.092 of this Chapter, the provision in Section 194.092 of this Chapter prevails.
- (H) (1) For taxable years beginning after 2015, the Municipality shall not require a taxpayer to remit tax with respect to net profits if the amount due is ten dollars or less.
- (2) Any taxpayer not required to remit tax to the Municipality for a taxable year pursuant to division (H)(1) of this section shall file with the Municipality an annual net profit return under division (F)(3) and (4) of this section. (Ord. 053-15. Passed 11-15-15.)
- (I) (1) If any report, claim, statement, or other document required to be filed, or any payment required to be made, within a prescribed period or on or before a prescribed date under this chapter is delivered after that period or that to the Tax Administrator or other municipal official with which the report, claim, statement, or other document is required to be filed, or to which the payment is required to be made, the date of the postmark stamped on the cover in which the report, claim, statement, or other document, or payment is mailed shall be deemed to be the date of delivery or the date of payment. "The date of postmark" means, in the event there is more than one date on the cover, the earliest date imprinted on the cover by the postal service.
- (2) If a payment under this chapter is made by electronic funds transfer, the payment shall be considered to be made on the date of the timestamp assigned by the first electronic system receiving that payment. For purposes of this section, "receiving that payment" refers to the transfer of funds from the account of the taxpayer. Such funds are no longer under control of the taxpayer once the timestamp has occurred. (Ord. 036-16. Passed 1-19-16.)

(J) The amounts withheld for the Municipality by an employer, the agent of an employer, or other payer as described in Section 194.051 of this Chapter shall be allowed to the recipient of the compensation as credits against payment of the tax imposed on the recipient unless the amounts withheld were not remitted to the Municipality and the recipient colluded with the employer, agent, or other payer in connection with the failure to remit the amounts withheld.

(K) Each return required by the Municipality to be filed in accordance with this section shall include a box that the taxpayer may check to authorize another person, including a tax return preparer who prepared the return, to communicate with the Tax Administrator about matters pertaining to the return. The return or instructions accompanying the return shall indicate that by checking the box the taxpayer authorizes the Tax Administrator to contact the preparer or other person concerning questions that arise during the examination or other review of the return and authorizes the preparer or other person only to provide the Tax Administrator with information that is missing from the return, to contact the Tax Administrator for information about the examination or other review of the return or the status of the taxpayer's refund or payments, and to respond to notices about mathematical errors, offsets, or return preparation that the taxpayer has received from the Tax Administrator and has shown to the preparer or other person. Authorization by the taxpayer of another person to communicate with the Tax Administrator about matters pertaining to the return does not preclude the Tax Administrator from contacting the taxpayer regarding such matters.

(L) The Tax Administrator of the Municipality shall accept for filing a generic form of any income tax return, report, or document required by the Municipality in accordance with this Chapter, provided that the generic form, once completed and filed, contains all of the information required by ordinances, resolutions, or rules adopted by the Municipality or Tax Administrator, and provided that the taxpayer or tax return preparer filing the generic form otherwise complies with the provisions of this Chapter and of the Municipality's ordinance or resolution governing the filing of returns, reports, or documents.

(M) When income tax returns, reports, or other documents require the signature of a tax return preparer, the Tax Administrator shall accept a facsimile of such a signature in lieu of a manual signature.

- (N) (1) As used in this division, "worksite location" has the same meaning as in Section 194.052 of this chapter.
- (2) A person may notify a tax administrator that the person does not expect to be a taxpayer with respect to the municipal corporation for a taxable year if both of the following conditions apply:
- (a) The person was required to file a tax return with the municipal corporation for the immediately preceding taxable year because the person performed services at a worksite location within the municipal corporation, and the person has filed all appropriate and required returns and remitted all applicable income tax and withholding payments as provided by this chapter. The tax administrator is not required to accept an affidavit from a taxpayer who has not complied with the provisions of this chapter.
 - (b) The person no longer provides services in the municipal corporation, and does not expect to be subject to the municipal corporation's income tax for the taxable year.
The person shall provide the notice in a signed affidavit that briefly explains the person's circumstances, including the location of the

previous worksite location and the last date on which the person performed services or made any sales within the municipal corporation. The affidavit also shall include the following statement: "The affiant has no plans to perform any services within the municipal corporation, make any sales in the municipal corporation, or otherwise become subject to the tax levied by the municipal corporation during the taxable year. If the affiant does become subject to the tax levied by the municipal corporation for the taxable year, the affiant agrees to be considered a taxpayer and to properly register as a taxpayer with the municipal corporation, if such a registration is required by the municipal corporation's resolutions, ordinances, or rules." The person shall sign the affidavit under penalty of perjury.

- (c) If a person submits an affidavit described in division (N)(2) of this section, the tax administrator shall not require the person to file any tax return for the taxable year unless the tax administrator possesses information that conflicts with the affidavit or if the circumstances described in the affidavit change, or the taxpayer has engaged in activity which results in work being performed, services provided, sales made, or other activity that results in municipal taxable income reportable to the Municipality in the taxable year. It shall be the responsibility of the taxpayer to comply with the provisions of this chapter relating to the reporting and filing of municipal taxable income on an annual municipal income tax return, even if an affidavit has been filed with the tax administrator for the taxable year. Nothing in division (N) of this section prohibits the tax administrator from performing an audit of the person.
(Ord. 053-15. Passed 11-16-15.)

194.092 RETURN AND PAYMENT OF TAX; INDIVIDUALS SERVING IN COMBAT ZONE.

(A) Each member of the national guard of any state and each member of a reserve component of the armed forces of the United States called to active duty pursuant to an executive order issued by the President of the United States or an act of the Congress of the United States, and each civilian serving as support personnel in a combat zone or contingency operation in support of the armed forces, may apply to the Tax Administrator of the Municipality for both an extension of time for filing of the return and an extension of time for payment of taxes required by the Municipality in accordance with this chapter during the period of the member's or civilian's duty service and for one hundred eighty days thereafter. The application shall be filed on or before the one hundred eightieth day after the member's or civilian's duty terminates. An applicant shall provide such evidence as the Tax Administrator considers necessary to demonstrate eligibility for the extension.

- (B) (1) If the Tax Administrator ascertains that an applicant is qualified for an extension under this section, the Tax Administrator shall enter into a contract with the applicant for the payment of the tax in installments that begin on the one hundred eighty-first day after the applicant's active duty or service terminates. Except as provided in division (B)(3) of this section, the Tax Administrator may prescribe such contract terms as the Tax Administrator considers appropriate.

- (2) If the Tax Administrator ascertains that an applicant is qualified for an extension under this section, the applicant shall neither be required to file any return, report, or other tax document nor be required to pay any tax otherwise due to the Municipality before the one hundred eighty-first day after the applicant's active duty or service terminates.
 - (3) Taxes paid pursuant to a contract entered into under division (B)(1) of this section are not delinquent. The Tax Administrator shall not require any payments of penalties or interest in connection with those taxes for the extension period.
- (C) (1) Nothing in this division denies to any person described in this division the application of divisions (A) and (B) of this section.
- (2) (a) A qualifying taxpayer who is eligible for an extension under the Internal Revenue Code shall receive both an extension of time in which to file any return, report, or other tax document and an extension of time in which to make any payment of taxes required by the Municipality in accordance with this chapter. The length of any extension granted under division (C)(2)(a) of this section shall be equal to the length of the corresponding extension that the taxpayer receives under the Internal Revenue Code. As used in this section, "qualifying taxpayer" means a member of the national guard or a member of a reserve component of the armed forces of the United States called to active duty pursuant to either an executive order issued by the President of the United States or an act of the Congress of the United States, or a civilian serving as support personnel in a combat zone or contingency operation in support of the armed forces.
- (b) Taxes the payment of which is extended in accordance with division (C)(2)(a) of this section are not delinquent during the extension period. Such taxes become delinquent on the first day after the expiration of the extension period if the taxes are not paid prior to that date. The Tax Administrator shall not require any payment of penalties or interest in connection with those taxes for the extension period. The Tax Administrator shall not include any period of extension granted under division (C)(2)(a) of this section in calculating the penalty or interest due on any unpaid tax.

(D) For each taxable year to which division (A), (B), or (C) of this section applies to a taxpayer, the provisions of divisions (B)(2) and (3) or (C) of this section, as applicable, apply to the spouse of that taxpayer if the filing status of the spouse and the taxpayer is married filing jointly for that year. (Ord. 053-15. Passed 11-16-15.)

194.093 USE OF OHIO BUSINESS GATEWAY; TYPES OF FILINGS AUTHORIZED.

(A) Any taxpayer subject to municipal income taxation with respect to the taxpayer's net profit from a business or profession may file any municipal income tax return or, estimated municipal income tax return, or extension for filing a municipal income tax return, and may make payment of amounts shown to be due on such returns, by using the Ohio Business Gateway.

(B) Any employer, agent of an employer, or other payer may report the amount of municipal income tax withheld from qualifying wages, and may make remittance of such amounts, by using the Ohio Business Gateway.

(C) Nothing in this section affects the due dates for filing employer withholding tax returns or deposit of any required tax.

(D) The use of the Ohio Business Gateway by municipal corporations, taxpayers, or other persons does not affect the legal rights of municipalities or taxpayers as otherwise permitted by law. The State of Ohio shall not be a party to the administration of municipal income taxes or to an appeal of a municipal income tax matter, except as otherwise specifically provided by law.

(E) Nothing in this section shall be construed as limiting or removing the authority of any municipal corporation to administer, audit, and enforce the provisions of its municipal income tax. (Ord. 053-15. Passed 11-16-15.)

194.094 EXTENSION OF TIME TO FILE.

(A) Any taxpayer that has duly requested an automatic six-month extension for filing the taxpayer's federal income tax return shall automatically receive an extension for the filing of a municipal income tax return. The extended due date of the municipal income tax return shall be the fifteenth day of the tenth month after the last day of the taxable year to which the return relates.

(B) Any taxpayer that qualifies for an automatic federal extension for a period other than six-months for filing the taxpayer's federal income tax return shall automatically receive an extension for the filing of a municipal income tax return. The extended due date of the municipal income tax return shall be the same as that of the extended federal income tax return.

(C) A taxpayer that has not requested or received a six-month extension for filing the taxpayer's federal income tax return may request that the tax administrator grant the taxpayer a six-month extension of the date for filing the taxpayer's municipal income tax return. If the request is received by the tax administrator on or before the date the municipal income tax return is due, the tax administrator shall grant the taxpayer's requested extension.

(D) An extension of time to file under this chapter is not an extension of the time to pay any tax due unless the Tax Administrator grants an extension of that date.

(E) If the State Tax Commissioner extends for all taxpayers the date for filing state income tax returns under division (G) of section 5747.08 of the Ohio Revised Code, a taxpayer shall automatically receive an extension for the filing of a municipal income tax return. The extended due date of the municipal income tax return shall be the same as the extended due date of the state income tax return. (Ord. 053-15. Passed 11-16-15.)

194.095 AMENDED RETURNS.

- (A) (1) A taxpayer shall file an amended return with the Tax Administrator in such form as the Tax Administrator requires if any of the facts, figures, computations, or attachments required in the taxpayer's annual return to determine the tax due levied by the Municipality in accordance with this chapter must be altered.
- (2) Within sixty (60) days after the final determination of any federal or state tax liability affecting the taxpayer's municipal tax liability, that taxpayer shall make and file an amended municipal return showing income subject to the municipal income tax based upon such final determination of federal or state tax liability, and pay any additional municipal income tax shown due thereon or make a claim for refund of any overpayment, unless the tax or overpayment is ten dollars or less.

- (3) If a taxpayer intends to file an amended consolidated municipal income tax return, or to amend its type of return from a separate return to a consolidated return, based on the taxpayer's consolidated federal income tax return, the taxpayer shall notify the Tax Administrator before filing the amended return.
- (B)
 - (1) In the case of an underpayment, the amended return shall be accompanied by payment of any combined additional tax due together with any penalty and interest thereon. If the combined tax shown to be due is ten dollars or less, such amount need not accompany the amended return. Except as provided under division (B)(2) of this section, the amended return shall not reopen those facts, figures, computations, or attachments from a previously filed return that are not affected, either directly or indirectly, by the adjustment to the taxpayer's federal or state income tax return unless the applicable statute of limitations for civil actions or prosecutions under Section 194.19 of this Chapter has not expired for a previously filed return.
 - (2) The additional tax to be paid shall not exceed the amount of tax that would be due if all facts, figures, computations, and attachments were reopened.
- (C)
 - (1) In the case of an overpayment, a request for refund may be filed under this division within the period prescribed by division (A)(2) of this section for filing the amended return even if it is filed beyond the period prescribed in that division if it otherwise conforms to the requirements of that division. If the amount of the refund is ten dollars or less, no refund need be paid by the Municipality to the taxpayer. Except as set forth in division (C)(2) of this section, a request filed under this division shall claim refund of overpayments resulting from alterations to only those facts, figures, computations, or attachments required in the taxpayer's annual return that are affected, either directly or indirectly, by the adjustment to the taxpayer's federal or state income tax return unless it is also filed within the time prescribed in Section 194.096 of this Chapter. Except as set forth in division (C)(2) of this section, the request shall not reopen those facts, figures, computations, or attachments that are not affected, either directly or indirectly, by the adjustment to the taxpayer's federal or state income tax return.
 - (2) The amount to be refunded shall not exceed the amount of refund that would be due if all facts, figures, computations, and attachments were reopened.

(Ord. 053-15. Passed 11-16-15.)

194.096 REFUNDS.

- (A) Upon receipt of a request for a refund, the Tax Administrator of the Municipality, in accordance with this section, shall refund to employers, agents of employers, other payers, or taxpayers, with respect to any income or withholding tax levied by the Municipality:
 - (1) Overpayments of more than ten dollars;
 - (2) Amounts paid erroneously if the refund requested exceeds ten dollars.
- (B)
 - (1) Except as otherwise provided in this chapter, returns setting forth a request for refund shall be filed with the Tax Administrator, within three years after the tax was due or paid, whichever is later. Any documentation that substantiates the taxpayer's claim for a refund must be included with the

return filing. Failure to remit all documentation, including schedules, other municipal income tax returns, or other supporting documentation necessary to verify credits, income, losses or other pertinent factors on the return will cause delay in processing, and / or disallowance of undocumented credits or losses.

- (2) On filing of the refund request, the Tax Administrator shall determine the amount of refund due and certify such amount to the appropriate municipal corporation official for payment. Except as provided in division (B)(3) of this section, the administrator shall issue an assessment to any taxpayer whose request for refund is fully or partially denied. The assessment shall state the amount of the refund that was denied, the reasons for the denial, and instructions for appealing the assessment.
- (3) If a Tax Administrator denies in whole or in part a refund request included within the taxpayer's originally filed annual income tax return, the Tax Administrator shall notify the taxpayer, in writing, of the amount of the refund that was denied, the reasons for the denial, and instructions for requesting an assessment that may be appealed under Section 194.18 of this Chapter.

(C) A request for a refund that is received after the last day for filing specified in division (B) of this section shall be considered to have been filed in a timely manner if any of the following situations exist:

- (1) The request is delivered by the postal service, and the earliest postal service postmark on the cover in which the request is enclosed is not later than the last day for filing the request.
- (2) The request is delivered by the postal service, the only postmark on the cover in which the request is enclosed was affixed by a private postal meter, the date of that postmark is not later than the last day for filing the request, and the request is received within seven days of such last day.
- (3) The request is delivered by the postal service, no postmark date was affixed to the cover in which the request is enclosed or the date of the postmark so affixed is not legible, and the request is received within seven days of the last day for making the request.

(D) Interest shall be allowed and paid on any overpayment by a taxpayer of any municipal income tax obligation from the date of the overpayment until the date of the refund of the overpayment, except that if any overpayment is refunded within ninety days after the final filing date of the annual return or ninety days after the completed return is filed, whichever is later, no interest shall be allowed on the refund. For the purpose of computing the payment of interest on amounts overpaid, no amount of tax for any taxable year shall be considered to have been paid before the date on which the return on which the tax is reported is due, without regard to any extension of time for filing that return. Interest shall be paid at the interest rate described in division (A)(4) of Section 194.10 of this Chapter.

(E) As used in this section, "withholding tax" has the same meaning as in Section 194.10 of this Chapter. (Ord. 053-15. Passed 11-16-15.)

194.10 PENALTY, INTEREST, FEES, AND CHARGES.

(A) As used in this section:

- (1) "Applicable law" means this chapter, the resolutions, ordinances, codes, directives, instructions, and rules adopted by the Municipality provided

such resolutions, ordinances, codes, directives, instructions, and rules impose or directly or indirectly address the levy, payment, remittance, or filing requirements of a municipal income tax.

- (2) "Federal short-term rate" means the rate of the average market yield on outstanding marketable obligations of the United States with remaining periods to maturity of three years or less, as determined under section 1274 of the Internal Revenue Code, for July of the current year.
 - (3) "Income tax," "estimated income tax," and "withholding tax" mean any income tax, estimated income tax, and withholding tax imposed by a municipal corporation pursuant to applicable law, including at any time before January 1, 2016.
 - (4) "Interest rate as described in division (A) of this section" means the federal short-term rate, rounded to the nearest whole number per cent, plus five per cent. The rate shall apply for the calendar year next following the July of the year in which the federal short-term rate is determined in accordance with division (A)(2) of this section.
 - (5) "Return" includes any tax return, report, reconciliation, schedule, and other document required to be filed with a Tax Administrator or municipal corporation by a taxpayer, employer, any agent of the employer, or any other payer pursuant to applicable law, including at any time before January 1, 2016.
 - (6) "Unpaid estimated income tax" means estimated income tax due but not paid by the date the tax is required to be paid under applicable law.
 - (7) "Unpaid income tax" means income tax due but not paid by the date the income tax is required to be paid under applicable law.
 - (8) "Unpaid withholding tax" means withholding tax due but not paid by the date the withholding tax is required to be paid under applicable law.
 - (9) "Withholding tax" includes amounts an employer, any agent of an employer, or any other payer did not withhold in whole or in part from an employee's qualifying wages, but that, under applicable law, the employer, agent, or other payer is required to withhold from an employee's qualifying wages.
- (B) (1) This section shall apply to the following:
- (a) Any return required to be filed under applicable law for taxable years beginning on or after January 1, 2016;
 - (b) Income tax, estimated income tax, and withholding tax required to be paid or remitted to the Municipality on or after January 1, 2016 for taxable years beginning on or after January 1, 2016
- (2) This section does not apply to returns required to be filed or payments required to be made before January 1, 2016, regardless of the filing or payment date. Returns required to be filed or payments required to be made before January 1, 2016, but filed or paid after that date shall be subject to the ordinances or rules, as adopted from time to time before January 1, 2016 of this Municipality.

(C) The Municipality shall impose on a taxpayer, employer, any agent of the employer, and any other payer, and will attempt to collect, the interest amounts and penalties prescribed in this section when the taxpayer, employer, any agent of the employer, or any other payer for any reason fails, in whole or in part, to make to the Municipality timely and full payment or remittance of income tax, estimated income tax, or withholding tax or to file timely with the Municipality any return required to be filed.

- (1) Interest shall be imposed at the rate defined as "interest rate as described in division (A) of this section", per annum, on all unpaid income tax, unpaid estimated income tax, and unpaid withholding tax. This imposition of interest shall be assessed per month, or fraction of a month.
- (2) With respect to unpaid income tax and unpaid estimated income tax, a penalty equal to fifteen percent of the amount not timely paid shall be imposed.
- (3) With respect to any unpaid withholding tax, a penalty equal to fifty percent of the amount not timely paid shall be imposed.
- (4) With respect to returns other than estimated income tax returns, the Municipality shall impose a monthly penalty of twenty-five dollars for each failure to timely file each return, regardless of the liability shown thereon for each month, or any fraction thereof, during which the return remains unfiled regardless of the liability shown thereon. The penalty shall not exceed a total of one hundred fifty dollars in assessed penalty for each failure to timely file a return.

(D) With respect to income taxes, estimated income taxes, withholding taxes, and returns, the Municipality shall not impose, seek to collect, or collect any penalty, amount of interest, charges or additional fees not described in this section.

(E) With respect to income taxes, estimated income taxes, withholding taxes, and returns, the Municipality shall not refund or credit any penalty, amount of interest, charges, or additional fees that were properly imposed or collected before January 1, 2016.

(F) The Tax Administrator may, in the Tax Administrator's sole discretion, abate or partially abate penalties or interest imposed under this section when the Tax Administrator deems such abatement or partial abatement to be appropriate. Such abatement or partial abatement shall be properly documented and maintained on the record of the taxpayer who received benefit of such abatement or partial abatement.

(G) The Municipality may impose on the taxpayer, employer, any agent of the employer, or any other payer the Municipality's post-judgment collection costs and fees, including attorney's fees. (Ord. 053-15. Passed 11-16-15.)

194.11 AUDIT.

(A) At or before the commencement of an audit, as defined in Section 194.03(3) of this Chapter, the Tax Administrator shall provide to the taxpayer a written description of the roles of the Tax Administrator and of the taxpayer during an audit and a statement of the taxpayer's rights, including any right to obtain a refund of an overpayment of tax. At or before the commencement of an audit, the Tax Administrator shall inform the taxpayer when the audit is considered to have commenced.

(B) Except in cases involving suspected criminal activity, the Tax Administrator shall conduct an audit of a taxpayer during regular business hours and after providing reasonable notice to the taxpayer. A taxpayer who is unable to comply with a proposed time for an audit on the grounds that the proposed time would cause inconvenience or hardship must offer reasonable alternative dates for the audit.

(C) At all stages of an audit by the Tax Administrator, a taxpayer is entitled to be assisted or represented by an attorney, accountant, bookkeeper, or other tax practitioner. The Tax Administrator shall prescribe a form by which a taxpayer may designate such a person to assist

or represent the taxpayer in the conduct of any proceedings resulting from actions by the Tax Administrator. If a taxpayer has not submitted such a form, the Tax Administrator may accept other evidence, as the Tax Administrator considers appropriate, that a person is the authorized representative of a taxpayer.

A taxpayer may refuse to answer any questions asked by the person conducting an audit until the taxpayer has an opportunity to consult with the taxpayer's attorney, accountant, bookkeeper, or other tax practitioner. This division does not authorize the practice of law by a person who is not an attorney.

(D) A taxpayer may record, electronically or otherwise, the audit examination.

(E) The failure of the Tax Administrator to comply with a provision of this section shall neither excuse a taxpayer from payment of any taxes owed by the taxpayer nor cure any procedural defect in a taxpayer's case.

(F) If the Tax Administrator fails to substantially comply with the provisions of this section, the Tax Administrator, upon application by the taxpayer, shall excuse the taxpayer from penalties and interest arising from the audit. (Ord. 053-15. Passed 11-16-15.)

194.12 ROUNDING.

A person may round to the nearest whole dollar all amounts the person is required to enter on any return, report, voucher, or other document required under this chapter. Any fractional part of a dollar that equals or exceeds fifty cents shall be rounded to the next whole dollar, and any fractional part of a dollar that is less than fifty cents shall be dropped, rounding down to the nearest whole dollar. If a person chooses to round amounts entered on a document, the person shall round all amounts entered on the document. (Ord. 053-15. Passed 11-16-15.)

194.13 AUTHORITY AND POWERS OF THE TAX ADMINISTRATOR.

194.131 AUTHORITY OF TAX ADMINISTRATOR; ADMINISTRATIVE POWERS OF THE TAX ADMINISTRATOR.

The Tax Administrator has the authority to perform all duties and functions necessary and appropriate to implement the provisions of this Chapter, including without limitation:

- (A) Exercise all powers whatsoever of an inquisitorial nature as provided by law, including, the right to inspect books, accounts, records, memorandums, and federal and state income tax returns, to examine persons under oath, to issue orders or subpoenas for the production of books, accounts, papers, records, documents, and testimony, to take depositions, to apply to a court for attachment proceedings as for contempt, to approve vouchers for the fees of officers and witnesses, and to administer oaths; provided that the powers referred to in this division of this section shall be exercised by the Tax Administrator only in connection with the performance of the duties respectively assigned to the Tax Administrator under a municipal corporation income tax ordinance or resolution adopted in accordance with this chapter;
- (B) Appoint agents and prescribe their powers and duties;
- (C) Confer and meet with officers of other municipal corporations and states and officers of the United States on any matters pertaining to their respective official duties as provided by law;
- (D) Exercise the authority provided by law, including orders from bankruptcy courts, relative to remitting or refunding taxes, including penalties and interest thereon, illegally or erroneously imposed or collected, or for any other reason overpaid, and, in addition, the Tax Administrator may investigate any claim of overpayment

and make a written statement of the Tax Administrator's findings, and, if the Tax Administrator finds that there has been an overpayment, approve and issue a refund payable to the taxpayer, the taxpayer's assigns, or legal representative as provided in this chapter;

- (E) Exercise the authority provided by law relative to consenting to the compromise and settlement of tax claims;
 - (F) Exercise the authority provided by law relative to the use of alternative apportionment methods by taxpayers in accordance with Section 194.062 of this Chapter;
 - (G) Make all tax findings, determinations, computations, assessments and orders the Tax Administrator is by law authorized and required to make and, pursuant to time limitations provided by law, on the Tax Administrator's own motion, review, redetermine, or correct any tax findings, determinations, computations, assessments or orders the Tax Administrator has made, but the Tax Administrator shall not review, redetermine, or correct any tax finding, determination, computation, assessment or order which the Tax Administrator has made for which an appeal has been filed with the Local Board of Tax Review or other appropriate tribunal, unless such appeal or application is withdrawn by the appellant or applicant, is dismissed, or is otherwise final;
 - (H) Destroy any or all returns or other tax documents in the manner authorized by law;
 - (I) Enter into an agreement with a taxpayer to simplify the withholding obligations described in Section 194.051 of this Chapter.
- (Ord. 053-15. Passed 11-16-15.)

194.132 AUTHORITY OF TAX ADMINISTRATOR; COMPROMISE OF CLAIM AND PAYMENT OVER TIME.

(A) As used in this section, "claim" means a claim for an amount payable to the Municipality that arises pursuant to the municipal income tax imposed in accordance with this chapter.

(B) The Tax Administrator may do either of the following if such action is in the best interests of the Municipality:

- (1) Compromise a claim;
- (2) Extend for a reasonable period the time for payment of a claim by agreeing to accept monthly or other periodic payments, upon such terms and conditions as the Tax Administrator may require.

(C) The Tax Administrator's rejection of a compromise or payment-over-time agreement proposed by a person with respect to a claim shall not be appealable.

(D) A compromise or payment-over-time agreement with respect to a claim shall be binding upon and shall inure to the benefit of only the parties to the compromise or agreement, and shall not extinguish or otherwise affect the liability of any other person.

- (E)
 - (1) A compromise or payment-over-time agreement with respect to a claim shall be void if the taxpayer defaults under the compromise or agreement or if the compromise or agreement was obtained by fraud or by misrepresentation of a material fact. Any amount that was due before the compromise or agreement and that is unpaid shall remain due, and any penalties or interest that would have accrued in the absence of the compromise or agreement shall continue to accrue and be due.
 - (2) The Tax Administrator shall have sole discretion to determine whether or not penalty, interest, charges or applicable fees will be assessed through the duration of any compromise or payment-over-time agreement.

(F) The Tax Administrator may require that the taxpayer provide detailed financial documentation and information, in order to determine whether or not a payment-over-time agreement will be authorized. The taxpayer's failure to provide the necessary and required information by the Tax Administrator shall preclude consideration of a payment-over-time agreement.

(Ord. 053-15. Passed 11-16-15.)

194.133 AUTHORITY OF TAX ADMINISTRATOR; RIGHT TO EXAMINE.

(A) The Tax Administrator, or any authorized agent or employee thereof may examine the books, papers, records, and federal and state income tax returns of any employer, taxpayer, or other person that is subject to, or that the Tax Administrator believes is subject to, the provisions of this Chapter for the purpose of verifying the accuracy of any return made or, if no return was filed, to ascertain the tax due under this Chapter. Upon written request by the Tax Administrator or a duly authorized agent or employee thereof, every employer, taxpayer, or other person subject to this section is required to furnish the opportunity for the Tax Administrator, authorized agent, or employee to investigate and examine such books, papers, records, and federal and state income tax returns at a reasonable time and place designated in the request.

(B) The records and other documents of any taxpayer, employer, or other person that is subject to, or that a Tax Administrator believes is subject to, the provisions of this Chapter shall be open to the Tax Administrator's inspection during business hours and shall be preserved for a period of six years following the end of the taxable year to which the records or documents relate, unless the Tax Administrator, in writing, consents to their destruction within that period, or by order requires that they be kept longer. The Tax Administrator of a municipal corporation may require any person, by notice served on that person, to keep such records as the Tax Administrator determines necessary to show whether or not that person is liable, and the extent of such liability, for the income tax levied by the Municipality or for the withholding of such tax.

(C) The Tax Administrator may examine under oath any person that the Tax Administrator reasonably believes has knowledge concerning any income that was or would have been returned for taxation or any transaction tending to affect such income. The Tax Administrator may, for this purpose, compel any such person to attend a hearing or examination and to produce any books, papers, records, and federal and state income tax returns in such person's possession or control. The person may be assisted or represented by an attorney, accountant, bookkeeper, or other tax practitioner at any such hearing or examination. This division does not authorize the practice of law by a person who is not an attorney.

(D) No person issued written notice by the Tax Administrator compelling attendance at a hearing or examination or the production of books, papers, records, or federal and state income tax returns under this section shall fail to comply.

(Ord. 053-15. Passed 11-16-15.)

194.134 AUTHORITY OF TAX ADMINISTRATOR; REQUIRING IDENTIFYING INFORMATION.

(A) The Tax Administrator may require any person filing a tax document with the Tax Administrator to provide identifying information, which may include the person's social security number, federal employer identification number, or other identification number requested by the Tax Administrator. A person required by the Tax Administrator to provide identifying information that has experienced any change with respect to that information shall notify the Tax Administrator of the change before, or upon, filing the next tax document requiring the identifying information. A taxpayer registration update form is required of all residents eighteen years and older, and all businesses.

CHAPTER 303 Enforcement, Impounding and Penalty

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| <p>303.01 Compliance with lawful order of police officer; fleeing.</p> <p>303.02 Traffic direction in emergencies; obedience to school guard.</p> <p>303.03 Officer may remove ignition key.</p> <p>303.04 Road workers, motor vehicles and equipment excepted.</p> <p>303.041 Emergency, public safety and coroner's vehicles exempt.</p> <p>303.05 Application to persons riding, driving animals upon roadway.</p> <p>303.06 Freeway use prohibited by pedestrians, bicycles and animals.</p> <p>303.07 Application to drivers of government vehicles.</p> | <p>303.08 Impounding of vehicles; redemption.</p> <p>303.081 Impounding vehicles on private residential or agricultural property.</p> <p>303.082 Private tow-away zones.</p> <p>303.083 Impounding vehicles on public property.</p> <p>303.09 Leaving junk vehicles on private or public property without permission or notification.</p> <p>303.10 Providing false information to police officer.</p> <p>303.99 General Traffic Code penalties.</p> <p>303.991 Committing an offense while distracted penalty.</p> |
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CROSS REFERENCES

See sectional histories for similar State law

Disposition of unclaimed vehicles - see Ohio R.C. 737.32, 4513.62 et seq.

Citations for minor misdemeanors - see Ohio R.C. 2935.26 et seq.

Power of trial court of record to suspend or revoke license for certain violations - see Ohio R.C. 4507.16, 4507.34

State point system suspension - see Ohio R.C. 4507.40

Uniform application of Ohio Traffic Law - see Ohio R.C. 4511.06

Marking motor vehicles used by traffic officers - see Ohio R.C. 4549.13

Distinctive uniform required for traffic officers - see Ohio R.C. 4549.15

Exceptions for emergency or public safety vehicles - see TRAF. 331.20, 333.06

303.01 COMPLIANCE WITH LAWFUL ORDER OF POLICE OFFICER; FLEEING.

(a) No person shall fail to comply with any lawful order or direction of any police officer invested with authority to direct, control or regulate traffic.

(b) No person shall operate a motor vehicle so as willfully to elude or flee a police officer after receiving a visible or audible signal from a police officer to bring the person's motor vehicle to a stop.

(EDITOR'S NOTE: Refer to Ohio R.C. 2921.331 for filing charges under subsection (b) hereof since the jury or judge as trier of fact may determine the violation to be a felony.)

(c) Whoever violates this section is guilty of failure to comply with an order or signal of a police officer. A violation of subsection (a) is a misdemeanor of the first degree. Except as hereinafter provided, a violation of subsection (b) is a misdemeanor of the first degree. A violation of subsection (b) is a felony if the jury or judge as trier of fact finds any one of the following by proof beyond a reasonable doubt:

- (1) In committing the offense, the offender was fleeing immediately after the commission of a felony;
- (2) The operation of the motor vehicle by the offender was a proximate cause of serious physical harm to persons or property;
- (3) The operation of the motor vehicle by the offender caused a substantial risk of serious physical harm to persons or property.

(d) In addition to any other sanction imposed for a violation of subsection (a) of this section or a misdemeanor violation of subsection (b) of this section, the court shall impose a class five suspension from the range specified in Ohio R.C. 4510.02(A)(5). If the offender previously has been found guilty of an offense under this section, in addition to any other sanction imposed for the offense, the court shall impose a class one suspension as described in division (A)(1) of that section. The court may grant limited driving privileges to the offender on a suspension imposed for a misdemeanor violation of this section as set forth in Ohio R.C. 4510.021. No judge shall suspend the first three years of suspension under a class two suspension of an offender's license, permit or privilege required by this division on any portion of the suspension under a class one suspension of an offender's license, permit, or privilege required by this subsection.
(ORC 2921.331)

303.02 TRAFFIC DIRECTION IN EMERGENCIES; OBEDIENCE TO SCHOOL GUARD.

(a) Police officers shall direct or regulate traffic in accordance with the provisions of this Traffic Code, provided that, in the event of fire or other emergency or to expedite traffic or safeguard pedestrians, they are authorized to direct traffic as conditions may require notwithstanding the provisions of this Traffic Code. Firemen, when at the scene of a fire, may direct or assist the police in directing traffic thereat or in the immediate vicinity. The direction of traffic may be by word or audible signal, by gesture or visible signal or by any combination thereof. No person shall fail to comply with any lawful order or direction of any police officer or fireman issued pursuant to this section.

(b) No person shall fail to comply with any lawful order or direction of any school crossing guard invested with authority to direct, control or regulate traffic in the vicinity of the school to which such guard may be assigned.

(c) Whoever violates this section is guilty of a minor misdemeanor on a first offense; on a second offense within one year after the first offense, the person is guilty of a misdemeanor of the fourth degree; on each subsequent offense within one year after the first offense, the person is guilty of a misdemeanor of the third degree.

303.03 OFFICER MAY REMOVE IGNITION KEY.

A law enforcement officer may remove the ignition key left in the ignition switch of an unlocked and unattended motor vehicle parked on a street or highway, or any public or private property used by the public for purposes of vehicular travel or parking. The officer removing such key shall place notification upon the vehicle detailing his name and badge number, the place where such key may be reclaimed and the procedure for reclaiming such key. The key shall be returned to the owner of the motor vehicle upon presentation of proof of ownership.
(ORC 4549.05)

- D. The telephone number and the address of the place from which a towed vehicle may be recovered at any time during the day or night;
- E. A statement that the failure to recover a towed vehicle may result in the loss of title to the vehicle as provided in division (B) of Ohio R.C. 4505.101.

In order to comply with the requirements of subsection (a)(1) of this section, the owner of a private property may modify an existing sign by affixing to the existing sign stickers or an addendum in lieu of replacing the sign.

- (2) A towing service ensures that a vehicle towed under this section is taken to a location from which it may be recovered that complies with all of the following:
 - A. It is located within twenty-five linear miles of the location of the private tow-away zone, unless it is not practicable to take the vehicle to a place of storage within twenty-five linear miles.
 - B. It is well-lighted.
 - C. It is on or within a reasonable distance of a regularly scheduled route of one or more modes of public transportation, if any public transportation is available in the municipal corporation or township in which the private tow-away zone is located.

- (b)
 - (1) If a vehicle is parked on private property that is established as a private tow-away zone in accordance with subsection (a) of this section, without the consent of the owner of the private property or in violation of any posted parking condition or regulation, the owner of the private property may cause the removal of the vehicle by a towing service. The towing service shall remove the vehicle in accordance with this section. The vehicle owner and the operator of the vehicle are considered to have consented to the removal and storage of the vehicle, to the payment of the applicable fees established by the Public Service Commission in rules adopted under Ohio R.C. 4921.25, and to the right of a towing service to obtain title to the vehicle if it remains unclaimed as provided in Ohio R.C. 4505.101. The owner or lienholder of a vehicle that has been removed under this section, subject to subsection (c) of this section, may recover the vehicle in accordance with subsection (g) of this section.
 - (2) If a municipal corporation requires tow trucks and tow truck operators to be licensed, no owner of a private property located within the municipal corporation shall cause the removal and storage of any vehicle pursuant to subsection (b) of this section by an unlicensed tow truck or unlicensed tow truck operator.
 - (3) No towing service shall remove a vehicle from a private tow-away zone except pursuant to a written contract for the removal of vehicles entered into with the owner of the private property on which the private tow-away zone is located.

(c) If the owner or operator of a vehicle that is being removed under authority of subsection (b) of this section, arrives after the vehicle has been prepared for removal, but prior to the actual removal from the property, the towing service shall give the vehicle owner or operator oral or written notification at the time of such arrival that the vehicle owner or operator may pay a fee of not more than one-half of the fee for the removal of the vehicle established by the Public Service Commission in rules adopted under Ohio R.C. 4921.25, in order to obtain release of the vehicle. That fee may be paid by use of a major credit card unless the towing service uses a mobile credit card processor and mobile service is not available at the time of the

transaction. Upon payment of that fee, the towing service shall give the vehicle owner or operator a receipt showing both the full amount normally assessed and the actual amount received and shall release the vehicle to the owner or operator. Upon its release the owner or operator immediately shall move the vehicle so that the vehicle is not parked on the private property established as a private tow-away zone without the consent of the owner of the private property or in violation of any posted parking condition or regulation.

- (d) (1) Prior to towing a vehicle under subsection (b) of this section, a towing service shall make all reasonable efforts to take as many photographs as necessary to evidence that the vehicle is clearly parked on private property in violation of a private tow-away zone established under subsection (a) of this section.
The towing service shall record the time and date of the photographs taken under this section. The towing service shall retain the photographs and the record of the time and date, in electronic or printed form, for at least thirty days after the date on which the vehicle is recovered by the owner or lienholder or at least two years after the date on which the vehicle was towed, whichever is earlier.
- (2) A towing service shall deliver a vehicle towed under subsection (b) of this section to the location from which it may be recovered not more than two hours after the time it was removed from the private tow-away zone, unless the towing service is unable to deliver the motor vehicle within two hours due to an uncontrollable force, natural disaster, or other event that is not within the power of the towing service.
- (e) (1) If an owner of a private property that is established as a private tow-away zone in accordance with subsection (a) of this section causes the removal of a vehicle from that property by a towing service under subsection (b) of this section, the towing service, within two hours of removing the vehicle, shall provide notice to the Police Department concerning all of the following:
 - A. The vehicle's license number, make, model and color;
 - B. The location from which the vehicle was removed;
 - C. The date and time the vehicle was removed;
 - D. The telephone number of the person from whom the vehicle may be recovered;
 - E. The address of the place from which the vehicle may be recovered.
- (2) The Chief of Police shall maintain a record of any vehicle removed from private property in the Chief's jurisdiction that is established as a private tow-away zone of which the Chief has received notice under this section. The record shall include all information submitted by the towing service. The Chief shall provide any information in the record that pertains to a particular vehicle to a person who, either in person or pursuant to a telephone call, identifies self as the owner, operator or lienholder of the vehicle, and requests information pertaining to the vehicle.
- (f) (1) When a vehicle is removed from private property in accordance with this section, within three business days of the removal, the towing service or storage facility from which the vehicle may be recovered shall cause a search to be made of either of the following to ascertain the identity of the owner and any lienholder of the vehicle:

- A. The records of the Bureau of Motor Vehicles;
 - B. The records of any vendor or vendors, approved by the Registrar of Motor Vehicles, that are capable of providing real-time access to owner and lienholder information.
 - (2) The towing service or storage facility may search the National Motor Vehicle Title Information System in order to determine the state in which the vehicle is titled. The entity that provides the record of the owner and any lienholder under this division shall ensure that such information is provided in a timely manner.
 - (3) Subject to subsection (f)(6) of this section, the towing service or storage facility shall send notice to the vehicle owner and any known lienholder as follows:
 - A. Within five business days after the applicable entity provides the identity of the owner and any lienholder of the motor vehicle, if the vehicle remains unclaimed, to the owner's and lienholder's last known address by certified or express mail with return receipt requested, by certified mail with electronic tracking, or by a commercial carrier service utilizing any form of delivery requiring a signed receipt.
 - B. If the vehicle remains unclaimed thirty days after the first notice is sent, in the manner required under subsection (f)(3)A. of this section.
 - (4) Sixty days after any notice sent pursuant to subsection (f)(3) of this section is received, as evidenced by a receipt signed by any person, or the towing service or storage facility has been notified that delivery was not possible, the towing service or storage facility, if authorized under Ohio R.C. 4505.101(B), may initiate the process for obtaining a certificate of title to the motor vehicle as provided in that section.
 - (5) A towing service or storage facility that does not receive a signed receipt of notice, or a notification that delivery was not possible, shall not obtain, and shall not attempt to obtain, a certificate of title to the motor vehicle under Ohio R.C. 4505.101(B).
 - (6) With respect to a vehicle concerning which a towing service or storage facility is not eligible to obtain title under Ohio R.C. 4505.101, the towing service or storage facility need only comply with the initial notice required under subsection (f)(3)A. of this section.
- (g) (1) The owner or lienholder of a vehicle that is removed under subsection (b) of this section may reclaim it upon both of the following:
- A. Presentation of proof of ownership, which may be evidenced by a certificate of title to the vehicle, a certificate of registration for the motor vehicle or a lease agreement;
 - B. Payment of the following fees:
 - 1. All applicable fees established by the Public Utilities Commission in rules adopted under Ohio R.C. 4921.25, except that the lienholder of a vehicle may retrieve the vehicle without paying any storage fee for the period of time that the vehicle was in the possession of the towing service or storage facility prior to the date the lienholder received the notice sent under subsection (f)(1)A. of this section;
 - 2. If notice has been sent to the owner and lienholder as described in subsection (f) of this section, a processing fee of twenty-five dollars (\$25.00).

- (2) A towing service or storage facility in possession of a vehicle that is removed under authority of subsection (b) of this section shall show the vehicle owner, operator or lienholder who contests the removal of the vehicle all photographs taken under subsection (d) of this section. Upon request, the towing service or storage facility shall provide a copy of all photographs in the medium in which the photographs are stored, whether paper, electronic, or otherwise.
- (3) When the owner of a vehicle towed under this section retrieves the vehicle, the towing service or storage facility in possession of the vehicle shall give the owner written notice that if the owner disputes that the motor vehicle was lawfully towed, the owner may be able to file a civil action under Ohio R.C. 4513.611.
- (4) Upon presentation of proof of ownership, which may be evidenced by a certificate of title to the vehicle, a certificate of registration for the motor vehicle or a lease agreement, the owner of a vehicle that is removed under authority of subsection (b) of this section may retrieve any personal items from the vehicle without retrieving the vehicle and without paying any fee. The owner of the vehicle shall not retrieve any personal items from a vehicle if it would endanger the safety of the owner, unless the owner agrees to sign a waiver of liability. For purposes of subsection (g)(4) of this section, "personal items" do not include any items that are attached to the vehicle.

(h) No person shall remove, or cause the removal of any vehicle from private property that is established as a private tow-away zone under this section, or store such a vehicle other than in accordance with this section, or otherwise fail to comply with any applicable requirement of this section.

(i) This section does not affect or limit the operation of Ohio R.C. 4513.60 or Ohio R.C. 4513.61 to 4613.65 as they relate to property other than private property that is established as a private tow-away zone under subsection (a) of this section.

(j) Whoever violates subsection (h) of this section is guilty of a minor misdemeanor.

(k) As used in this section, "owner of a private property" or "owner of the private property" includes, with respect to a private property, any of the following:

- (1) Any person who holds title to the property;
- (2) Any person who is a lessee or sublessee with respect to a lease or sublease agreement for the property;
- (3) A person who is authorized to manage the property;
- (4) A duly authorized agent of any person listed in subsections (k)(1) to (3) of this section. (ORC 4513.601)

303.083 IMPOUNDING VEHICLES ON PUBLIC PROPERTY.

(a) The County Sheriff or Chief of Police, within the Sheriff's or Chief's respective territorial jurisdiction, or a state highway patrol trooper, upon notification to the Sheriff or Chief of Police of such action and of the location of the place of storage, may order into storage any motor vehicle, including an abandoned junk motor vehicle as defined in Ohio R.C. 4513.63, that:

- (1) Has come into the possession of the Sheriff, Chief of Police, or state highway patrol trooper as a result of the performance of the Sheriff's, Chief's or trooper's duties; or

- (2) Has been left on a public street or other property open to the public for purposes of vehicular travel, or upon or within the right-of-way of any road or highway, for forty-eight hours or longer without notification to the Sheriff or Chief of Police of the reasons for leaving the motor vehicle in such place. However, when such a motor vehicle constitutes an obstruction to traffic it may be ordered into storage immediately unless either of the following applies:
 - A. The vehicle was involved in an accident and is subject to Ohio R.C. 4513.66, or any substantially equivalent municipal ordinance;
 - B. The vehicle is a commercial motor vehicle. If the vehicle is a commercial motor vehicle, the Sheriff, Chief of Police, or state highway patrol trooper shall allow the owner or operator of the vehicle the opportunity to arrange for the removal of the motor vehicle within a period of time specified by the Sheriff, Chief of Police, or state highway patrol trooper. If the Sheriff, Chief of Police, or state highway patrol trooper determines that the vehicle cannot be removed within the specified period of time, the Sheriff, Chief of Police, or state highway patrol trooper shall order the removal of the vehicle.
 - (3) Subject to subsection (c) of this section, the Sheriff or Chief of Police shall designate the place of storage of any motor vehicle so ordered removed.
- (b) If the Sheriff, Chief of Police, or a state highway patrol trooper issues an order under subsection (a) of this section and arranges for the removal of a motor vehicle by a towing service, the towing service shall deliver the motor vehicle to the location designated by the Sheriff or Chief of Police not more than two hours after the time it is removed.
- (c) (1) The Sheriff or Chief of Police shall cause a search to be made of the records of an applicable entity listed in Ohio R.C. 4513.601(F)(1) to ascertain the identity of the owner and any lienholder of a motor vehicle ordered into storage by the Sheriff or Chief of Police, or by a state highway patrol trooper within five business days of the removal of the vehicle. Upon obtaining such identity, the Sheriff or Chief of Police shall send or cause to be sent to the owner or lienholder at the owner's or lienholder's last known address by certified or express mail with return receipt requested, by certified mail with electronic tracking, or by a commercial carrier service utilizing any form of delivery requiring a signed receipt. The notice shall inform the owner or lienholder that the motor vehicle will be declared a nuisance and disposed of if not claimed within ten days of the date of the sending of the notice.
- (2) A. The owner or lienholder of the motor vehicle may reclaim the motor vehicle upon payment of any expenses or charges incurred in its removal and storage, and presentation of proof of ownership, which may be evidenced by a certificate of title or memorandum certificate of title to the motor vehicle, a certificate of registration for the motor vehicle, or a lease agreement. Upon presentation of proof of ownership evidenced as provided above, the owner of the motor vehicle also may retrieve any personal items from the vehicle without retrieving the vehicle and without paying any fee. However, a towing service or storage facility may charge an after-hours retrieval

fee established by the Public Utilities Commission in rules adopted under Ohio R.C. 4921.25 if the owner retrieves the personal items after hours, unless the towing service or storage facility fails to provide the notice required under Ohio R.C. 4513.69(B)(3), if applicable. However, the owner shall not do either of the following:

1. Retrieve any personal item that has been determined by the Sheriff, Chief of Police, or a state highway patrol trooper, as applicable, to be necessary to a criminal investigation;
2. Retrieve any personal item from a vehicle if it would endanger the safety of the owner, unless the owner agrees to sign a waiver of liability.

B. For purposes of subsection (c)(2) of this section, "personal items" do not include any items that are attached to the vehicle.

- (3) If the owner or lienholder of the motor vehicle reclaims it after a search of the applicable records has been conducted and after notice has been sent to the owner or lienholder as described in this section, and the search was conducted by the place of storage, and the notice was sent to the motor vehicle owner by the place of storage, the owner or lienholder shall pay to the place of storage a processing fee of twenty-five dollars (\$25.00), in addition to any expenses or charges incurred in the removal and storage of the vehicle.

(d) If the owner or lienholder makes no claim to the motor vehicle within ten days of the date of sending the notice, and if the vehicle is to be disposed of at a public auction as provided in Ohio R.C. 4513.62 or any substantially equivalent municipal ordinance, the Sheriff or Chief of Police, without charge to any party, shall file with the Clerk of Courts of the county in which the place of storage is located an affidavit showing compliance with the requirements of this section. Upon presentation of the affidavit, the Clerk, without charge, shall issue a salvage certificate of title, free and clear of all liens and encumbrances, to the Sheriff or Chief of Police. If the vehicle is to be disposed of to a motor vehicle salvage dealer or other facility as provided in Ohio R.C. 4513.62 or any substantially equivalent municipal ordinance, the Sheriff or Chief of Police shall execute in triplicate an affidavit, as prescribed by the Registrar of Motor Vehicles, describing the motor vehicle and the manner in which it was disposed of, and that all requirements of this section have been complied with. The Sheriff or Chief of Police shall retain the original of the affidavit for the Sheriff's or Chief's records, and shall furnish two copies to the motor vehicle salvage dealer or other facility. Upon presentation of a copy of the affidavit by the motor vehicle salvage dealer, the Clerk of Courts, within thirty days of the presentation, shall issue a salvage certificate of title, free and clear of all liens and encumbrances.

(e) Whenever a motor vehicle salvage dealer or other facility receives an affidavit for the disposal of a motor vehicle as provided in this section, the dealer or facility shall not be required to obtain an Ohio certificate of title to the motor vehicle in the dealer's or facility's own name if the vehicle is dismantled or destroyed and both copies of the affidavit are delivered to the Clerk of Courts.

(f) No towing service or storage facility shall fail to comply with this section.
(ORC 4513.61)

303.09 LEAVING JUNK VEHICLES ON PRIVATE OR PUBLIC PROPERTY WITHOUT PERMISSION OR NOTIFICATION.

(a) No person shall willfully leave an "abandoned junk motor vehicle" as defined in Ohio R.C. 4513.63 on private property for more than seventy-two consecutive hours without the permission of the person having the right to the possession of the property or on a public street or other property open to the public for purposes of vehicular travel or parking, or upon or within the right of way of any road or highway, for forty-eight consecutive hours or longer, without notification to the Police Chief of the reasons for leaving the vehicle in such place.

For purposes of this section, the fact that a vehicle has been so left without permission or notification is prima-facie evidence of abandonment. Nothing contained in this section shall invalidate the provisions of other ordinances regulating or prohibiting the abandonment of motor vehicles on streets, highways, public property or private property within the Municipality. (ORC 4513.64)

(b) Whoever violates this section is guilty of a minor misdemeanor, and shall also be assessed any costs incurred by the Municipality in disposing of such junk motor vehicle, less any money accruing to the Municipality from such disposal.

303.10 PROVIDING FALSE INFORMATION TO POLICE OFFICER.

(a) No person shall knowingly present, display or orally communicate a false name, social security number or date of birth to a law enforcement officer who is in the process of issuing to the person a traffic ticket or complaint. (ORC 4513.361)

(b) No person shall knowingly make a false statement as to any matter or thing required by the provisions of this Traffic Code. (1978 Code 71.12)

(c) Whoever violates this section is guilty of a misdemeanor of the first degree.

303.99 GENERAL TRAFFIC CODE PENALTIES.

(a) General Misdemeanor Classifications. Whoever violates any provision of this Traffic Code for which violation no penalty is otherwise provided, is guilty of a minor misdemeanor. (ORC 4513.99)

(b) Penalties. Whoever is convicted of or pleads guilty to a violation of this Traffic Code shall be imprisoned for a definite term or fined, or both, which term of imprisonment and fine shall be fixed by the court as provided in this section.

<u>Classification of Misdemeanor</u>	<u>Maximum Term of Imprisonment</u>	<u>Maximum Fine</u>
First degree	180 days	\$1,000.00
Second degree	90 days	750.00
Third degree	60 days	500.00
Fourth degree	30 days	250.00
Minor	No imprisonment	150.00

(ORC 2929.24; 2929.28)

(c) Felony Offenses. A prosecution for any offense which is classified as a felony under state law shall be filed under the appropriate state law section.

303.991 COMMITTING AN OFFENSE WHILE DISTRACTED PENALTY.

(a) As used in this section and each section of the Traffic Code where specified, all of the following apply:

- (1) "Distracted" means doing either of the following while operating a vehicle:
 - A. Using a handheld electronic wireless communications device, as defined in Ohio R.C. 4511.204 except when utilizing any of the following:
 1. The device's speakerphone function;
 2. A wireless technology standard for exchanging data over short distances;
 3. A "voice-operated or hands-free" device that allows the person to use the electronic wireless communications device without the use of either hand except to activate, deactivate, or initiate a feature or function;
 4. Any device that is physically or electronically integrated into the motor vehicle.
 - B. Engaging in any activity that is not necessary to the operation of a vehicle and impairs, or reasonably would be expected to impair, the ability of the operator to drive the vehicle safely.
- (2) "Distracted" does not include operating a motor vehicle while wearing an earphone or earplug over or in both ears at the same time. A person who so wears earphones or earplugs may be charged with a violation of Section 331.43.
- (3) "Distracted" does not include conducting any activity while operating a utility service vehicle or a vehicle for or on behalf of a utility, provided that the driver of the vehicle is acting in response to an emergency, power outage or a circumstance affecting the health or safety of individuals.

As used in subsection (a)(3) of this section:

 - A. "Utility" means an entity specified in division (A), (C), (D), (E) or (G) of Ohio R.C. 4905.03.
 - B. "Utility service vehicle" means a vehicle owned or operated by a utility.

(b) If an offender violates any section of this Traffic Code which provides for an enhanced penalty for an offense committed while distracted and the distracting activity is a contributing factor to the commission of the violation, the offender is subject to the applicable penalty for the violation and, notwithstanding Ohio R.C. 2929.28, is subject to an additional fine of not more than one hundred dollars (\$100.00) as follows:

- (1) Subject to Traffic Rule 13, if a law enforcement officer issues an offender a ticket, citation or summons for a violation of any section of the Traffic Code that indicates that the offender was distracted while committing the violation and that the distracting activity was a contributing factor to the commission of the violation, the offender may enter a written plea of guilty and waive the offender's right to contest the ticket, citation or summons in a trial provided that the offender pays the total amount of the fine established for the violation and pays the additional fine of one hundred dollars (\$100.00).

In lieu of payment of the additional fine of one hundred dollars (\$100.00), the offender instead may elect to attend a distracted driving safety course, the duration and contents of which shall be established by the Ohio Director of Public Safety. If the offender attends and successfully completes the course, the offender shall be issued written evidence that the offender successfully completed the course. The offender shall be required to pay the total amount of the fine established for the violation, but shall not be required to pay the additional fine of one hundred dollars (\$100.00), so long as the offender submits to the court both the offender's payment in full and such written evidence.

- (2) If the offender appears in person to contest the ticket, citation or summons in a trial and the offender pleads guilty to or is convicted of the violation, the court, in addition to all other penalties provided by law, may impose the applicable penalty for the violation and may impose the additional fine of not more than one hundred dollars (\$100.00).

If the court imposes upon the offender the applicable penalty for the violation and an additional fine of not more than one hundred dollars (\$100.00), the court shall inform the offender that, in lieu of payment of the additional fine of not more than one hundred dollars (\$100.00), the offender instead may elect to attend the distracted driving safety course described in subsection (b)(1) of this section. If the offender elects the course option and attends and successfully completes the course, the offender shall be issued written evidence that the offender successfully completed the course. The offender shall be required to pay the total amount of the fine established for the violation, but shall not be required to pay the additional fine of not more than one hundred dollars (\$100.00), so long as the offender submits to the court the offender's payment and such written evidence.

(ORC 4511.991)

Street	From	To	Prohibited Side(s)
Clinton St., W.	Scott St.	Clinton St., W. (205 feet East of Scott St.)	N. (except in area posted for special parking)
Clinton St., W.	Woodlawn Ave.	Haley Ave.	N.
Commerce Dr.	Interchange Dr.	Riverview Ave., E.	Both
Cripple Creek Ct.	Jahns Rd.	Cul-de-sac	W.
Daggett Dr.	Huddle Rd.	Maumee Ave., W.	E.
Depot St.	Oakwood Ave.	Maple St.	Both
Derome Dr.	Northcrest Dr., E. end	Northcrest Dr., W. end	S.
Detroit Ave.	Yeager St.	Dead End	W.
Dodd St.	Scott St.	Cul-de-sac	W.
Duquesne Dr.	Bordeaux Dr.	Lemans Dr.	S.
Duquesne Dr.	Jahns Rd.	Bordeaux Dr.	Both
Enterprise Ave.	Riverview Ave., E.	American Road	Both
Enterprise Ave.	American Road	Corporation Limits	E.
Erie St.	Washington St.	Railroad right-of-way	W.
Euclid Ave.	Appian Ave.	Last St.	S.
Fair St.	Oakwood Ave.	Dead End	S.
Fairview Dr.	Maumee Ave., W.	Dead End	Both
Fifth St.	Meekison St.	Rohrs St.	E.
Fifth St.	Rohrs St.	Raymond St.	W.
Fillmore St.	Oakwood Ave.	Railroad right-of-way	S.
Fillmore St.	E. Riverview Ave.	Railroad right-of-way	Both
First St.	Maumee Ave., W.	Pontious Pl. R/W	Both
Fourth St.	Meekison St.	Rohrs St.	Both
Freedom Dr.	Corporation Limits	Corporation Limits	Both
Front St., E.	Perry St., N.	Jefferson St.	S.
Front St., W.	Perry St., N.	Riverview Ave., W.	South

Street	From	To	Prohibited Side(s)
Garden St.	Riverview Ave.	Park St.	W.
Glenbrook Ct.	Harmony Dr.	Cul-de-sac	W.
Glenwood Ave.	Riverview Ave., W.	Corporation Limits	Both
Graceway Dr., E.	Maumee Ave., W.	Graceway Dr., W.	W.
Graceway Dr., W.	Huddle Rd.	Graceway Dr., E.	W.
Haley Ave.	Woodlawn Ave.	Riverview Ave.	W.
Harmony Dr.	Glenwood Ave.	Harmony Dr., N.	Inner Loop
Harmony Dr., N.	Glenwood Ave.	Indiana Ave.	S.
High St.	Haley Ave.	Lumbard St.	S.
Highland Ave.	Woodlawn Ave.	Lagrange St.	E.
Hobson St.	Clinton St., E.	Oakwood Ave.	E.
Hobson St.	Washington St.	Clinton St.	E.
Hobson St.	Riverview Ave.	Main St. (30 feet south of alley)	E.
Hobson St.	Front St.	Alley (between Front St. & Main St.)	W.
Huddle Rd.	Perry St., S.	Maumee Ave., W.	N.
Hudson St.	Oakwood Ave.	Dead End	Both
Hurst St., N.-S.	Riverview Ave., W.	Hurst Dr., E.-W.	W.
Hurst Dr., E.-W.	Hurst Dr., N.-S.	Jahns Rd.	S.
Independence Dr.	Oakwood Ave.	Enterprise Ave.	Both
Indiana Ave.	Lagrange St.	N. Harmony Dr.	E.
Indiana Ave.	Oakdale Dr.	Lagrange St.	Both
Indiana Ave.	Woodlawn Ave.	Oakdale Dr.	E.
Industrial Dr.	Riverview Ave., E.	Twp. Rd. R-3	Both
Interchange Dr.	Commerce Dr.	Industrial Dr.	Both
Jahns Rd.	Riverview Ave., W.	Corporation Limits	Both
Jefferson St.	Front St., E.	Washington St., E.	W.
Joliette Dr.	Duquesne Dr.	Capri Dr.	E.

Street	From	To	Prohibited Side(s)
Wayne Park Dr.	Co.Rd. M1	Westerly intersection of Riverview Ave., W.	S.
Wayne St.	Riverview Ave., E.	Main St., W.	E.
Welsted St.	Glenwood Ave.	Avon Pl.	S.
Westchester Ave.	Briarheath Ave.	Kenilworth Ave.	N.
Westchester Ave.	Kenilworth Ave.	Briarheath Ave.	S. (4 hr. parking)
Westmont Ave.	Briarheath Ave.	Glenwood Ave.	N.
Westmoreland Ave.	Clairmont Ave.	Bales Rd.	E.
Westwood Ave.	Harmony Dr., S.	Harmony Dr., N.	E.
Willard St.	Woodlawn Ave.	Lagrange St.	E.
Williamsburg Ave.	Becca Ln.	Dead End	S.
Wood Dr.	Scott St., N.	Cul-de-sac	Both
Woodlawn Ave.	Clinton St., W.	Corporation Limits	Both
Woodlawn Ct.	Woodlawn Ave.	High St.	E.
Yeager St.	Oakwood Ave.	Dodd St.	Both

(Ord. 005-22. Passed 3-7-22.)

<i>STOP STREET</i>	<i>RIGHT-OF-WAY</i>
Norton Ave.	Park St.
Norton Ave.	Strong St.
Norton Ave.	Welsted St.
Oak St.	Daggett Ave.
Oakdale Dr.	Indiana Ave.
Oakdale Dr.	Glenwood Ave.
Oakwood Ave.	Perry St., N.
Oakwood Park	Oakwood Ave.
Oberhaus Park	Maumee Ave., W.
Ohio St.	Glenwood Ave.
Ohio St.	Scott St.
Old Creek Dr.	Oakwood Dr.
Old School Dr.	Clairmont Ave.
Orchard Ln.	Briarcliff Dr.
Orchard Ln.	Riverview Ave., W.
Orwig Ave.	Main St., W.
Orwig Ave.	Washington St., W.
Orwig Ave.	Welsted St.
Oxford St.	Appian Ave.
Park Ln.	Park St.
Park Pl.	Park St.
Park St.	Glenwood Ave.
Park St.	Riverview Ave., W.
Perry St., N.	Yeager St.
Perry St., N. (Southbound only)	Shelby St.
Pontious Pl.	First St.
Pontious Pl.	Perry St., S.
Railroad St.	Oakwood Ave.
Railroad St.	Perry St., N.

<i>STOP STREET</i>	<i>RIGHT-OF-WAY</i>
Railroad St.	Scott St.
Raymond St.	Fifth St.
Raymond St.	Perry St., S.
Reiser St.	Monroe St.
Reiser St.	Perry St., N.
Reynolds St.	Ohio St.
Reynolds St.	Woodlawn Ave.
Richmar Ln.	Indiana Ave.
Ritter Park	Riverview Ave., W.
Rohm Dr.	Briarcliff Dr.
Romain St.	Clinton St., W.
Romain St.	Washington St., W.
Rye St.	Yeager St.
Scott St.	Riverview Ave., W. - Rt. 424
Second St.	Barnes Ave., E.
Sedward Ave.	Riverview Ave., W.
Sheffield Ave.	Clinton St., W.
Sheffield Ave.	Riverview Ave., W. - Rt. 424
Sheffield Ave.	Washington St., W.
Sheffield Ave., N.	Lagrange St.
Sheffield Ave., N.	Ohio St.
Sheffield Ave., N.	Woodlawn Ave.
Shelby St.	Hobson St.
Shelby St.	Maple St.
Shelby St.	Monroe St.
Shelby St.	Perry St.
Shelby St.	Scott St.
Short St.	Appian Ave.

<i>STOP STREET</i>	<i>RIGHT-OF-WAY</i>
Williamsburg Ave.	Becca Ln.
Woodlawn Ct.	Woodlawn Ave.
Yeager St.	Oakwood Ave.

(b) All-Way Stops:

<u>INTERSECTION</u>
Bales Rd./Washington St., W. and Glenwood Ave.
Bales Rd./Westermoreland Ave.
Briarheath Ave. at Clairmont Ave.
Clinton St. at Monroe St.
Clinton St., W. at Norton Ave.
Glenwood Ave. at Woodlawn Ave.
Haley Ave. at Washington St., W.
Industrial Dr. at American Rd.
Indiana St. at Ohio St.
Kenilworth Ave. at Westmont Ave.
Main St., W. at Scott St.
Main St., W. at Webster St.
Main St., E. at Hobson St.
Monroe St. at Washington St.
Norton Ave. at Washington St.
Park St. at Sheffield Ave.
Raymond St. at Third St.
Scott St. at Front St.
Sheffield Ave. at Clinton St.
Third St. at Raymond St.

(c) Yield streets:

YIELD STREET	RIGHT-OF-WAY
Chelsea Ave. (north/south)	Chelsea Ave. (east/west)
Hobson St., (S. approach)	Washington St., E.
Last St.	Euclid St.
Monroe St.	Oakwood Ave.
Buckeye Ln. (eastbound) Buckeye Ln. (westbound)	Rohm Dr. (eastbound)

(d) Signals: Signals shall be at locations below described. The City Manager shall determine the sequencing of signals and may authorize night time flashing of signals and use of turn arrows.

<u>Location</u>	<u>Description</u>
Appian Ave. at Maumee Ave., E. (St. Rt. 110)	This three (3) phase signal controls a three-way intersection with Appian Ave. dead-ending into East Maumee Ave., actuated by loop detectors. The signal generally "stands on green" for through traffic on East Maumee Ave.
Maumee Ave. (St. Rt. 110) at Perry St., S. (St. Rt. 108)	This five (5) phase signal controls a four (4) way intersection actuated by loop detectors. Signal generally "stands on green" for through traffic on South Perry St. An all red phase added to provide for pedestrian traffic.
Perry St., N. at Front St., E. & W.	This two (2) phase signal generally "stands on green" for Perry St. The Front St. signal is actuated by loop detectors.
Perry St., N. (St. Rt. 108) at Riverview Ave. (St. Rt. 424)	This eight (8) phase, fully actuated signal controls a four-way intersection activated by loop detectors. Loop detectors are not provided for the North Perry St., through lanes. The signal generally "stands on green" for through traffic on North Perry St.

<u>Location</u>	<u>Description</u>
Perry St., N. (St. Rt. 108) at Washington St.	This three (3) phase signal controls a four-way intersection actuated by loop detectors which generally "stands on green" for through traffic on North Perry St.
Perry St., N. (St. Rt. 108) at Clinton St.	This three (3) phase signal controls a four-way intersection which is actuated by timed sequencing.
Clinton St. (St. Rt. 108) at Scott St. and Woodlawn Ave.	This four (4) phase signal controls a five-way intersection actuated by loop detectors.
Scott St. at Washington St.	This two (2) phase signal is actuated by timed sequencing to cycle through the intersection.
Scott St. (St. Rt. 108) at Lagrange St.	This three (3) phase signal controls a four (4) way intersection actuated by loop detectors. Signal generally "stands on green" for North Scott St.
Scott St. (St. Rt. 108) at Southern Entrance to Heritage Plaza	This three (3) phase signal controls a four (4) way intersection actuated by loop detectors. Signal generally "stands on green" for through traffic on North Scott St.
Industrial Drive at Independence Drive	This two (2) phase signal is actuated by timed sequencing to cycle through the intersection.
Industrial Drive at Ramps "A" and "D"	This three (3) phase signal controls a 3-way intersection at Ramps "A" and "D" of the Industrial Drive Interchange. Loop detectors are provided on Ramp "A" for both left and right-through lanes. The signal generally "stands on green" for through traffic on Industrial Drive.

(e) Alleys:

All alleys shall be considered the yield street at all crossings with streets.
(Ord. 005-22. Passed 3-7-22.)

- (i) Daily greens fees shall be as follows:
- (1) Generally.
Weekdays:
 9 holes \$10.00
 18 holes \$14.00
Saturday, Sunday and nationally recognized holidays:
 9 holes \$12.00
 18 holes \$16.00
 - (2) Junior Greens Fees.
Weekdays:
 9 holes \$5.00
 18 holes \$10.00
Weekends and Nationally Recognized Holidays:
 9 holes \$7.00
 18 holes \$14.00
Prepaid Discount Card For Greens fees
 9 holes, for ten rounds \$80.00
- (j) Fee for motorized cart use shall be as follows:
- (1) Motorized cart fee: The privilege of using a non-City motorized cart on the course is restricted to persons holding a valid annual golf privilege card. The cart shall be used only by the holder of such card or his or her immediate family, and guests accompanied by the holder or a member of the holder's immediate family. The annual privilege fee is \$260.00 if gas powered, with an additional \$20.00 being charged if the motorized cart is electrically powered.
 - (2) Motorized cart rental 9 holes
 \$7.00 per person with a maximum of two carts per group.
 - (3) Motorized cart rental 18 holes
 \$10.00 per person with a maximum of two carts per group.
 - (4) Prepaid discount motorized cart rental for 10 rounds of 9 holes
 \$55.00 per person
- (k) Pull cart fee shall be as follows:
- (1) Pull fee: No charge for using one's own cart.
 - (2) Pull cart rental: \$1.50 (up to 18 holes)
- (l) Golf clubs rental: \$2.00 (up to 18 holes)
- (m) Greens privilege fee and cart use fee shall be for the golfing season from April 1 through October 31, both dates inclusive, subject to the extension of the season by Director of the Parks and Recreation Department. The City has the right to close the course at any time for special events, unplayable conditions, or for other cause deemed appropriate by the Parks and Recreation Department.
- (n) The daily greens fee and daily cart rental fees during "off peak times" of the annual golf season for promotional reasons shall be reduced in an amount of thirty percent (30%) of the herein established rates. What constitutes and is declared "off peak times" is in the sole discretion of the Parks and Recreation Director.
- (o) Discounts shall apply to senior citizens as follows: \$3.00 off regular greens fees and \$2.00 off per person motorized cart rentals, both during the times of 8:00 a.m. through 1:00 p.m. on days of weekdays only, excluding nationally recognized holidays.
- (p) Nothing in this section shall be construed as to limit City Council's authority to adjust daily, weekly, monthly, or annual rates. (Ord. 004-15. Passed 1-19-15.)
- (q) Due to the devastating rain and weather that was experienced in the 2015 Golf Season:

- (1) Any member who has paid their dues as of August 3rd, 2015 will receive 50% off of a membership for the 2016 season, and Cart rental will be given at no charge for the remainder of the 2015 season.
- (2) Any player purchasing a greens fee at full price shall receive a cart rental at no charge. Those not wishing to use a motorized cart will receive 50% off of a 9 hole or 18 hole greens fee. The 50% reduction has a cap of 18 holes per day. (Ord. 044-15. Passed 8-3-15.)
- (r) In order to provide an opportunity for area employers to offer healthy recreational activities for their employees, a Corporate Membership rate shall be created per the following:
- (1) The Corporate Membership will be available for eligible employees. Eligible employees' family members are not included in the Corporate Membership benefit.
- (2) The Corporate Membership will be available for eligible employees of a company that has purchased a Corporate Membership; that Corporate Membership must be paid in full to the Napoleon Golf Course before the usage is permitted.
- (3) The Corporate Membership will include unlimited greens fees for eligible employees.
- (4) The Corporate Membership does not include cart rentals.
- (5) The following table establishes the fees for a Corporate Membership to the employer, based on number of employees:

Number of Employees	Annual Fee
25 and under	\$1,000.00
26 - 49	\$2,000.00
50 - 99	\$3,000.00
100 - 199	\$4,500.00
200 and above	\$6,500.00

(Ord. 003-18. Passed 3-5-18.)

- (s) In order to provide an opportunity for area organizations to offer golf outings, a golf outing rate shall be created per the following:

Number of Holes	Fee per Participant
9	\$15.00
18	\$25.00

(Ord. 086-18. Passed 1-21-19.)

- (t) In order to provide an opportunity for the public to utilize the Municipal golf facilities between the months of November through March, a golf simulator rate shall be created per the following:
- (1) Golf simulator hours of operation shall be subject to the discretion of the Director of the Parks and Recreation Department.
- (2) The City has the right to close the simulator at any time for any cause deemed appropriate by the Parks and Recreation Department.
- (3) Nothing in this section shall be construed as to limit City Council's authority to adjust golf simulator rates.
- (4) The following table establishes the fees for rental of the golf simulator:

Weekday	Rental Time	Cost
Before 3:00 pm	½ hour	\$18.00
After 3:00 pm	½ hour	\$20.00
Before 3:00 pm	1 hour	\$22.00
After 3:00 pm	1 hour	\$28.00
Weekend/Holiday	½ hour	\$24.00
	1 hour	\$32.00

(Ord. 011-22. Passed 4-18-22.)

955.10 SHELTER HOUSE/COMMUNITY CENTER RATES.

(a) Shelter house rentals shall be as follows:

Rental Times	Ritter (Weekday)	Ritter (Weekend)	Wayne (Weekday)	Wayne (Weekend)
9:00 a.m.-12:00 p.m.	\$40.00	\$45.00	\$35.00	\$40.00
1:00 p.m.-5:00 p.m.	40.00	45.00	35.00	40.00
9:00 a.m.-5:00 p.m.	45.00	50.00	40.00	45.00
6:00 p.m. - 11:00 p.m.	45.00	50.00	40.00	50.00
1:00 p.m. -11:00 p.m.	50.00	55.00	45.00	50.00
9:00 a.m.-11:00 p.m.	55.00	60.00	50.00	55.00

Weekend rates will also apply on all City observed holidays; no proration of fees permitted.

Due at time of making reservation is a non-refundable five dollar (\$5.00) application fee and a fifty dollar (\$50.00) security deposit. The security deposit is refundable upon the facility being cleaned, not damaged and the timely return of all keys, except that in the event that a cancellation occurs less than seven (7) days prior to the reserved date; then the rental amount shall be forfeited to the City and deducted from the security deposit, not to exceed fifty dollars (\$50.00). Any monies to be returned to the tenant will be paid within thirty (30) days after the rental date.

(b) Rental of the Community Center at Oberhaus Park shall be as follows:

Rental Times	Weekday	Weekend
9:00 a.m. - 12:00 p.m.	\$55.00	\$65.00
1:00 p.m. - 5:00 p.m.	65.00	75.00
9:00 a.m. - 5:00 p.m.	90.00	100.00
6:00 p.m. - 11:00 p.m.	90.00	100.00
1:00 p.m. - 11:00 p.m.	100.00	110.00
9:00 a.m. - 11:00 p.m.	120.00	130.00

Weekend rates will also apply on all City observed holidays; no proration permitted.

Due at time of making reservation is a non-refundable five dollar (\$5.00) application fee and a fifty dollar (\$50.00) security deposit. The full remainder amount of the rental is due when picking up the key. The security deposit is refundable upon the facility being cleaned, not damaged and the timely return of all keys, except that in the event that a cancellation occurs less than seven (7) days prior to the reserved date, then the rental amount shall be forfeited to the City and deducted from the security deposit, not to exceed fifty dollars (\$50.00). Any monies to be returned to the tenant will be paid within thirty (30) days after the rental date.

(c) Notwithstanding any other provision of these Codified Ordinances, the use of the Community Center at Oberhaus Park by the Napoleon based Rotary Club and Lions Club shall be pursuant to the terms and conditions established by separate agreement between the clubs and the City. Priority in reservation may be given to the clubs by the Parks and Recreation Director absent any provision in the agreement.

(d) Except as provided herein, reservations shall only be made in the calendar year the facility is intended to be reserved. During the month of December in the preceding year, residents, as defined in this chapter, shall be permitted to reserve dates for the following year.

(e) Terms and conditions of any rental agreement shall be established by the City Manager and approved as to form and correctness by the Law Director.
(Ord. 076-19. Passed 12-2-19.)

955.11 PERSONS PERMITTED ON COURSE.

The municipal golf course is open to the public; however, the course shall only be entered for authorized recreational purposes. During the golf season when the course is open for play, no person is permitted on the municipal golf course unless registered and playing on a valid annual golf privilege card or upon the payment of the established greens fee. Caddies while working or authorized municipal employees while in the performance of their duties are exempt from this provision. Playing of golf shall be only during the golf season unless otherwise permitted; further, if permitted at times when the club house is closed, registration is not required.
(Ord. 30-97. Passed 5-5-97.)

955.12 PERSONS EXEMPT FROM GREENS FEES.

(EDITOR'S NOTE: Former Section 955.12 was repealed by Ordinance 18-2003, passed March 3, 2002.)

955.13 PLAY UPON COURSE SUBJECT TO APPROVAL OF GREENSKEEPER.

Any play upon the course shall be subject to the approval of the greenskeeper who will determine playing conditions from the standpoint of damage to the greens and course.
(1978 Code 96.19)

955.14 RULES AND REGULATIONS.

The following rules and regulations shall be in effect:

- (a) "a.m." is to be considered until 9:30 a.m.
- (b) Military personnel on active duty, while on authorized leave, shall play without charge, upon presentation of a proper military identification card.
- (c) Annual golf privilege cards. Annual golf privilege cards are valid from March 15 to October 31 of each year. Payment of annual golf privilege fees exempt holders from daily greens fees throughout the golf season as well as providing holders with specific golf privileges related to some special golf dates and times as may be established. (Ord. 30-97. Passed 5-5-97.)

PARKS

955.15 CLOSING HOURS.

(a) Except as herein provided, the municipal parks shall be closed between the hours of 11:00 p.m. and sunrise.

(b) No person, without privilege to do so, shall knowingly enter or remain upon any municipal park at any time a municipal park is closed.

(c) It is an affirmative defense to a charge under division (b) of this section if the person involved is engaged in an activity properly authorized by the City Manager or other City official designated by the City Manager to authorize such activity.

(d) Notwithstanding any other provision of this Code, when declared by the City Manager to be in the interest of public peace, health, or safety, the City Manager may vary the hours established in this Section 955.15 by journalizing the same with the Parks and Recreation Department and having the varied hours posted at the park.
(Ord. 040-08. Passed 5-19-08.)

MUNICIPAL SWIMMING POOL

955.16 SWIMMING POOL ADMISSION.

For the purpose of Section 955.16 of the City of Napoleon Codified Ordinances only, Resident shall be defined as an individual or family residing in the City of Napoleon Corporation limits, not the definition listed in Section 955.02, stating "Resident" means a person living in the corporate limits of the City or a payer of City income tax. (For the purpose of this definition, a payer of City income tax will mean one who currently pays the full established rate of City income tax or paid the full established rate of City income tax within the preceding twelve-month period (unless the payer was exempted due to an alternate City tax policy of the City); one living within the corporate limits will mean one who has the City as his or her place of domicile; further, when a child is a participant, the consideration of being a resident or non-resident shall be determined by the status of the parent or legal guardian of the participant that pays any applicable participation or activity fee.

(a) The annual swim admission card for the Municipal Swimming Pool shall be as follows:

- (1) Family (up to five (5) members) annual swim admission card fee:
Resident: \$100.00
Nonresident: \$200.00
- (2) Additional family members annual swim admission card fee:
Resident: \$10.00
Nonresident: \$30.00
- (3) Adult individual annual swim admission card fee:
Resident: \$60.00
Non-resident: \$100.00
- (4) Child individual annual swim admission card:
Resident: \$50.00
Non-resident: \$85.00
- (5) Senior citizen annual swim admission card fee:
Resident: \$50.00
Non-resident: \$75.00
- (6) Chief Care Provider annual swim admission card fee:
Resident: \$50.00
Nonresident: \$60.00

(b) The daily swim admission fee for the Municipal Swimming Pool shall be as follows:

(1) Daily admission fee for children:

Resident - \$3.00

Non-resident - \$5.00

Children aged three years old and younger:

Resident - free

Non-resident - free

Ten (10) visit pass for children:

Resident - \$27.00

Non-resident (\$45.00

(2) Daily admission fee for adults:

Resident - \$4.00

Non-resident - \$6.00

Ten (10) visit pass for adults:

Resident - \$36.00

Non-resident - \$54.00

Daily admission fee for senior citizens (aged 65 and older):

Resident - \$3.00

Non-resident - \$5.00

Ten (10) visit pass for senior citizens:

Residents - \$27.00

Non-residents - \$45.00

(c) The Director of Parks, Recreation and Cemeteries is authorized to establish up to six special pool events per season on which a reduced daily recreation admission fee could be offered on a per person or per family basis.

(d) Annual swim admission cards are seasonal and are valid in the summer season of each year during hours as determined by the Parks and Recreation Department.

(e) Pool facility exclusive use rental under terms and conditions and times as authorized by the Parks and Recreation Director (subject to specific approval and terms as set by the Parks and Recreation Director; additionally, Parks and Recreation Director reserves the right to deny rental for any reason):

(1) Saturday or Sunday evening from 6-9 p.m.

Resident - \$250.00

Non-resident - \$400.00

(2) All day Friday, Saturday, and Sunday:

Resident - \$750.00

Non-resident - not available

(f) Nothing in this section shall be construed as to limit City Council's authority to adjust daily, weekly, monthly or annual rates.

(g) In order to provide an opportunity for area employers to offer healthy recreational activities for their employees and families, a Corporate Membership rate shall be created per the following:

- (1) The Corporate Membership will be available for eligible employees, and up to four (4) additional immediate family members. (Immediate family members for this section are defined as spouse and children living in the same household.)
- (2) The Corporate Membership will be available to companies located within the Napoleon Corporation limits, and only to employees that work at locations within the Napoleon Corporation limits.
- (3) The Corporate Membership will be available for eligible employees of a company that has purchased a Corporate Membership; the company shall provide a list of eligible employees prior to the start of the pool season. The Corporate membership must be paid in full before the usage is permitted.
- (4) Employees must display a valid membership badge issued by the City of Napoleon to verify eligibility and admission.
- (5) Family members of employees are not included as part of the corporate membership privileges, unless eligible as defined in subsection (g)(1) of the Ordinance.
- (6) Corporate memberships are valid from Memorial Day (or on the first day of pool opening) through Labor Day for pool closing) of each season.
- (7) The following table establishes the fees for a Corporate Membership to the employer, based on number of employees.

Number of Employees	Annual Fee
25 and under	\$2,000.00
26-50	\$3,500.00
51-100	\$5,000.00
101-150	\$7,500.00
Over 150	\$10,000

(Ord. 054-20. Passed 12-7-20.)

955.17 DAILY RATES.

(EDITOR'S NOTE: See Section 955.16.)

955.18 OPENING AND CLOSING OF MUNICIPAL SWIMMING POOL.

(a) Except as provided in divisions (c) and (d) of this section or except in case of an accident, emergency or disaster, the Municipal Swimming Pool, hereinafter called the Swimming Pool, in the City shall be kept open at all times during regular hours in the summer season, normally being Memorial Day weekend through Labor Day, if the air temperature at the Swimming Pool is 73°F or higher, and the Swimming Pool Manager is directed to so keep the Swimming Pool open.

(b) In the event the air temperature at the Swimming Pool at any time during regular hours in the summer season is less than 73°F, the Swimming Pool Manager is authorized to close the Swimming Pool for the duration of that day.

(c) In the event the weather conditions at the Swimming Pool become dangerous or threatening at any time during regular hours in the summer season, the Swimming Pool Manager is authorized to close the Swimming Pool for the duration of that day as he/she determines prudent in the exercise of his/her best judgment.

(d) The City has the right to close the Swimming Pool at anytime during the season for special events or other cause deemed appropriate by the Parks and Recreation Department.
(Ord. 30-97. Passed 5-5-97.)

955.19 RECREATION PROGRAM PARTICIPATION FEES.

(a) Rates (per participant):

Activity	(Rates)	
	Resident	Nonresident
Tee Ball	\$20	\$30
Youth Little League	\$20	\$30
Junior Little League	\$20	\$30
Henry Co. Bank Lge. Softball	\$20	\$30
Rookie League Softball	\$20	\$30
Minor League Softball	\$20	\$30

Major League Softball	\$20	\$30
Little Cats Basketball	\$20	\$30
Wild Kittens Basketball	\$20	\$30
Kiddy Cats Basketball	\$20	\$30
Flag Football	\$20	\$30

Activity	(Rates)	
	Resident	Nonresident
Intramural Basketball	\$20	\$30
Tennis Lessons/League	\$20	\$30
Soccer	\$20	\$30
Safety City	\$10	\$15
Outdoor Education Program (per activity)	\$5	\$5

(Ord. 021-15. Passed 4-6-15.)

CHAPTER 1519 Fireworks

(EDITOR'S NOTE: The Council of the City of Napoleon, by Ordinance 028-22, passed June 20, 2022, expressly opts out of the provisions set forth in House Bill 172, and reaffirms the ban on the possession, sale, and discharging, igniting or exploding fireworks as set forth in Chapter 1519 of the Codified Ordinances of the City of Napoleon. Further, Chapter 1519 of the Codified Ordinances of the City of Napoleon is reaffirmed in its entirety.)

1519.01	Definitions.	1519.04	Possession, sale or discharge prohibited; exceptions.
1519.02	Public exhibition permit required; fee; bond; records.	1519.05	Application.
1519.03	Unlawful conduct by exhibitor.	1519.99	Penalty.

CROSS REFERENCES

Manufacturers to comply with building and zoning ordinances - see Ohio R.C. 3743.06(F)
 Wholesalers to comply with building and zoning ordinances - see Ohio R.C. 3743.19(G)
 Arrests, seizure of fireworks by certified fire safety inspector - see Ohio R.C. 3743.68
 Conflict of Fire Marshal's rules with rules of Ohio Board of Building Standards - see Ohio R.C. 3781.11(D)

1519.01 DEFINITIONS.

As used in this chapter:

- (a) "Beer" and "intoxicating liquor" have the same meanings as in Ohio R.C. 4301.01.
- (b) "Booby trap" means a small tube that has a string protruding from both ends, that has a friction-sensitive composition and that is ignited by pulling the ends of the string.
- (c) "Cigarette load" means a small wooden peg that is coated with a small quantity of explosive composition and that is ignited in a cigarette.
- (d)
 - (1) "1.3 G fireworks" means display fireworks consistent with regulations of the United States Department of Transportation as expressed using the designation "Division 1.3" in Title 49, Code of Federal Regulations.
 - (2) "1.4 G fireworks" means consumer fireworks consistent with regulations of the United States Department of Transportation as expressed using the designation "Division 1.4" in Title 49, Code of Federal Regulations.
- (e) "Controlled substance" has the same meaning as in Ohio R.C. 3719.01.

- (f) "Fireworks" means any composition or device prepared for the purpose of producing a visible or an audible effect by combustion, deflagration or detonation, except ordinary matches and except as provided in Section 1519.05.
- (g) "Licensed exhibitor of fireworks" or "licensed exhibitor" means a person licensed pursuant to Ohio R.C. 3743.50 to 3743.55.
- (h) "Licensed manufacturer of fireworks" or "licensed manufacturer" means a person licensed pursuant to Ohio R.C. 3743.02 to 3743.08.
- (i) "Licensed wholesaler of fireworks" or "licensed wholesaler" means a person licensed pursuant to Ohio R.C. 3743.15 to 3743.21.
- (j) "Novelties and trick noisemakers" include the following items:
 - (1) Devices that produce a small report intended to surprise the user, including, but not limited to, booby traps, cigarette loads, party poppers and snappers;
 - (2) Snakes or glow worms;
 - (3) Smoke devices;
 - (4) Trick matches.
- (k) "Party popper" means a small plastic or paper item that contains not more than sixteen milligrams of friction-sensitive explosive composition, that is ignited by pulling string protruding from the item, and from which paper streamers are expelled when the item is ignited.
- (l) "Railroad" means any railway or railroad that carries freight or passengers for hire, but does not include auxiliary tracks, spurs and sidings installed and primarily used in serving a mine, quarry or plant.
- (m) "Smoke device" means a tube or sphere that contains pyrotechnic composition that, upon ignition, produces white or colored smoke as the primary effect.
- (n) "Snake or glow worm" means a device that consists of a pressed pellet of pyrotechnic composition that produces a large, snake-like ash upon burning, which ash expands in length as the pellet burns.
- (o) "Snapper" means a small, paper-wrapped item that contains a minute quantity of explosive composition coated on small bits of sand, and that, when dropped, implodes.
- (p) "Trick match" means a kitchen or book match that is coated with a small quantity of explosive composition and that, upon ignition, produces a small report or a shower of sparks.
- (q) "Wire sparkler" means a sparkler consisting of a wire or stick coated with a non-explosive pyrotechnic mixture that produces a shower of sparks upon ignition and that contains no more than one hundred grams of this mixture.
(ORC 3743.01)

**1519.02 PUBLIC EXHIBITION PERMIT REQUIRED; FEE; BOND;
RECORDS.**

(a) A licensed exhibitor of fireworks who wishes to conduct a public fireworks exhibition within the Municipality shall apply for approval to conduct the exhibition to the Fire Chief and from the Police Chief or other similar chief law enforcement officer, or the designee of the Police Chief or similar chief law enforcement officer.

The required approval shall be evidenced by the Fire Chief or Fire Prevention Officer and by the Police Chief or other similar chief law enforcement officer, or the designee of the Police Chief or similar chief law enforcement officer, signing a permit for the exhibition, the form for which shall be prescribed by the State Fire Marshal. Any exhibitor of fireworks who wishes to conduct a public fireworks exhibition may obtain a copy of the form from the Fire Marshal or, if it is available, from the Fire Chief, Fire Prevention Officer, Police Chief or other similar chief law enforcement officer, or the designee of the Police Chief or similar chief law enforcement officer.

RESOLUTION NO. 048-22

A RESOLUTION AUTHORIZING THE APPROVAL OF A TREX LIQUOR LICENSE FOR FAMILIA GUERRERO, LLC, LOCATED WITHIN THE CITY OF NAPOLEON, OHIO

WHEREAS, the State of Ohio Division of Liquor Control, under ORC. 4303.29 allows for the transfer of location or ownership of liquor permits to a municipal corporation for an economic development project; and,

WHEREAS, the City of Napoleon, Ohio has received an application for an Economic Development (Trex) License Transfer Form from Mann Group of Cincinnati, Inc. to transfer a D-5, and D-6 combination of licenses for a new development within the City of Napoleon, Ohio; and,

WHEREAS, the City of Napoleon welcomes businesses because of the positive economic development impact that such businesses have on the City by increasing employment and earning tax revenue as well as by providing for both residents and visitors various consumer options within the City; **Now Therefore**,

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

Section 1. That, the request by Mann Group of Cincinnati, Inc., to transfer a Trex liquor license to a new development at a property located within the City of Napoleon is hereby approved, as it has a positive impact on the economic development of the City of Napoleon.

Section 2. That, the application for the Economic Development (Trex) Transfer Form shall be executed by the City Manager and returned to the applicant so that it may be submitted to the State of Ohio Division of Liquor Control to complete the review process.

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 shall be in full force and effect at the earliest time permitted by law.

Passed: _____

Joseph D. Bialorucki, Council President

Approved: _____

Jason P. Maassel, Mayor

VOTE ON PASSAGE _____ Yea _____ Nay _____ Abstain

Attest:

Marissa Flogaus, Clerk of Council

I, Marissa Flogaus, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 048-22 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____, 2022; & 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.

Marissa Flogaus, Clerk of Council

ORDINANCE NO. 049-22

AN ORDINANCE AMENDING THRESHOLD AMOUNTS RELATED TO COMPETITIVE BIDDING, PURCHASING, CONTRACTING, AND EXPENDITURES

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

Section 1. That, Section 105.01 of the Codified Ordinances of the City of Napoleon, Ohio (Council to Authorize Purchase or Contract) is hereby amended and enacted as follows:

“105.01 COUNCIL TO AUTHORIZE PURCHASE OR CONTRACT IN
EXCESS OF ~~\$25,000~~ \$50,000.

Except as provided for in Section 105.03, no purchase shall be made or contract, including but not limited to any construction contract, entered into, by or on behalf of the City, in excess of ~~twenty-five~~ fifty thousand dollars (\$~~25~~50,000), unless approved by Council. Except as otherwise provided for in Sections 105.03, 106.02, 106.04 or statute or other applicable law, or other legislation specifically finding it in the best interest of the City to eliminate the necessity of competitive bidding, approved by a majority vote of the current members of Council concurring thereto, for expenditures that exceed ~~twenty-five~~ fifty thousand dollars (\$~~25~~50,000), the City Manager, City Finance Director, or City Law Director shall advertise for sealed bids for the purchases or contracts for their respective departments and present them to Council for approval, and advise Council on the advantages or disadvantages of such bid(s). Except as provided for in Section 105.03, no purchase shall be made, contract let, or obligation incurred for any item or service which exceeds the current budget appropriation without a supplemental appropriation by Council. The City Finance Director may issue such rules, governing purchasing procedures within the administrative organization, as Council shall approve.”

Section 2. That, Section 105.02 of the Codified Ordinances of the City of Napoleon, Ohio (Contracts, Material and Labor) is hereby amended and enacted as follows:

“105.02 CONTRACTS, MATERIAL AND LABOR.

Department Directors, (i.e. the City Manager, City Finance Director and City Law Director), or his or her designee in his or her absence, may purchase materials, supplies, equipment and services for their respective departments for amounts up to and including ~~twenty-five~~ fifty thousand dollars (\$~~25~~50,000), subject to the availability and appropriation of funds, without the necessity of advertising for bids as no competitive bidding is required.

All department heads of the City, when authorized by their department director (i.e. the City Manager, City Finance Director, or City Law Director), or his or her designee in his or her absence, may purchase materials, supplies, equipment and services for their respective departments for amounts up to and including ~~twenty-five~~ fifty thousand dollars (\$~~25~~50,000), subject to availability of funds, without the necessity of advertising for bids as no competitive bidding will be required. All other purchases

and/or contracts, except that which is exempted by ordinance, resolution, statute or other applicable law, in excess of ~~twenty-five~~ fifty thousand dollars (\$~~25~~50,000), shall be made only after advertisement, receipt of sealed bid, and award by Council. Any award let by the bidding process shall be to the lowest and best bidder.”

Section 3. That, Section 156.01 of the Codified Ordinances of the City of Napoleon, Ohio (Donations Accepted) is hereby amended and enacted as follows:

“156.01 DONATIONS ACCEPTED; FUND ESTABLISHED.

(a) City boards and commissions are empowered to accept in the name of the City any donation of money, securities, equipment, or any personal property which, in itself or the proceeds from which, is to be for a City use or for the general public use, subject to subsequent approval by motion of Council at the next regularly scheduled Council meeting (except that, subsequent approval by Council is not required for donation amounts below \$100.01). Such recipient board or commission shall recommend to City Council the approval of such donation or restriction upon the donation or of any execution of any trust prior to the motion for approval by Council being made. However, gifts to the City or the general public of real property, either absolutely or in trust, which, in themselves or the proceeds from which, are to be used for City use or for the general public use, shall be accepted by the City only after they shall have been recommended by the recipient board or commission to the City Council, and approved by legislation thereof. Upon recommendation of the board or commission, subject to the approval by legislation of City Council, the City or its designated officer may execute every trust or restriction imposed upon the use of property rights by deed, treatment, or other conveyance, transferring the title of such property to the City or to the general public for City use or for use by the general public.

(b) The Finance Director is authorized and directed to establish a fund or funds for acceptance of donations received under the authority of this section either as a “general donation fund”, or “specified donation fund” that is specific to the board or commission, as deemed appropriate by the Finance Director. The total anticipated proceeds from such donations are deemed appropriated for such donated purpose by this Council and are deemed in the process of collection within the meaning of Ohio R.C. 5705.41; therefore, immediate expenditure for the purpose the money was donated is authorized, except that any expenditure in excess of ~~twenty-five~~ fifty thousand dollars (\$~~25~~50,000) shall require Council approval prior to expenditure.”

Section 4. That, Rule 2.28 of Section 195.02 of the Codified Ordinances of the City of Napoleon (Expenditure of Funds by Civil Service Commission) is hereby amended and enacted as follows:

“Expenditure Of Funds By Commission

Subject to budgetary constraints and appropriation of funds, a commission member may expend funds, not to exceed two hundred dollars (\$200.00), for a proper public purpose, without prior approval of the commission or body of council.

Subject to budgetary constraints and appropriation of funds, the commission, as a whole, may expend funds, not to exceed ~~twenty-five~~ fifty thousand dollars (\$~~25~~50,000); each purchase or contract, subject to approval of the purchase order by the City Manager. Any

amounts exceeding ~~twenty-five~~ fifty thousand dollars (\$~~25~~50,000) shall be subject to approval of the body of council.”

Section 5. That, the City of Napoleon, Ohio, being a municipal corporation with a charter form of government, shall not be bound by the provisions contained in Sections 723.52 and 723.53 [Force Account Projects] of the Ohio Revised Code, City Council finding it is in the best interest of the City to eliminate the necessity of competitive bidding for projects using its own forces to construct, reconstruct, widen, resurface, or repair a street or public way.

Section 6. That, Sections 105.01, 105.02, 156.01, and Rule 2.28 of Section 195.02 as existed prior to the enactment of this Ordinance are repealed.

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: _____

Joseph D. Bialorucki, Council President

Approved: _____

Jason P. Maassel, Mayor

VOTE ON PASSAGE ____ Yea ____ Nay ____ Abstain

Attest:

Marrisa Flogaus, Clerk of Council

I, Marrisa Flogaus, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 049-22 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____, 2022; & 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.

Marrisa Flogaus, Clerk of Council

PRELIMINARY LEGISLATION

Consent

Ordinance # 046-22

PID No. 94321

County/Route/Section HEN SR 110 0.94 Resurfacing

The following is an ordinance enacted by the City of Napoleon, Henry County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project.

SECTION I - Project Description

WHEREAS, the LPA/STATE has identified the need for the described project:

A resurfacing and bridge repair project on SR 110 from Napoleon E. Corp line to SR 109 in Henry County; perform necessary related work,

NOW THEREFORE, be it ordained by the City of Napoleon, Ohio

SECTION II - Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

- 1) The LPA will assume and bear one hundred percent (100%) of the total cost of any features requested by the LPA which are not necessary for the project as determined by the State and/or the Federal Highway Administration.
- 2) The LPA consents to having the State acquire all necessary rights of way for the subject project in the name of the LPA.
- 3) The LPA agrees, upon completion of the project, to own and maintain all those portions of the project under its jurisdiction.
- 4) The State agrees to be the lead agency and to administer all phases of the project.

SECTION IV - Utilities and Right-of-Way Statement

The LPA agrees that all existing street and public way right-of-way within the jurisdiction of the LPA which is necessary for the described project shall be made available therefor. The LPA further agrees that any right-of-way acquired by said LPA on behalf of the described project shall be acquired and/or made available in accordance with current State and Federal regulations.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION V - Maintenance

Upon completion of the Project, and unless otherwise agreed, the LPA shall: 1) provide adequate maintenance for those portions of the Project under the jurisdiction of the LPA in accordance with all applicable state and federal law, including, but not limited to, Title 23, U.S.C., Section 116; 2) provide ample financial provisions, as necessary, for the maintenance of those portions of the Project under its jurisdiction; 3) maintain the right-of-way, keeping it free of obstructions; and 4) hold said right-of-way inviolate for public highway purposes.

SECTION VI - Authority to Sign

The City Manager of said City is hereby empowered on behalf of the City
(Contractual Officer)

to enter into contracts with the Director of Transportation necessary to complete the above described project.

Passed: _____, 2022.
(Date)

Attested: _____
(Clerk Signature)

(Contractual Officer Signature)

Attested: _____
(Clerk Signature)

(President of Council Signature)

This ordinance is hereby declared to be an emergency measure to expedite the highway project(s) and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

CERTIFICATE OF COPY
STATE OF OHIO

City of Napoleon, Henry County, Ohio

I, Marrisa Hull, as Clerk of the City of Napoleon, Ohio, do hereby
certify that the foregoing is a true and correct copy of an ordinance adopted by the legislative
Authority of the said City, on the _____ day of _____, 2 022, that the
publication of such ordinance has been made and certified of record according to law; that no
proceedings looking to a referendum upon such ordinance have been taken; and that such ordinance
and certificate of publication thereof are of record in

_____, Page _____ .
(Ordinance Record No.)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
seal, if applicable, this _____ day of _____, 2 022.

Clerk

(SEAL) City of Napoleon, Ohio
(If Applicable)

The afore going is accepted as a basis for proceeding with the project herein described.

For the City of Napoleon, Ohio

Attest: _____, Date _____
Contractual Officer

For the State of Ohio

Attest: _____, Date _____
Director, Ohio Department of Transportation

RESOLUTION NO. 043-22

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO APPLY FOR AND ACCEPT OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT PROGRAM (SCIP) AND LOCAL TRANSPORTATION IMPROVEMENT PROGRAM (LTIP) FUNDS FOR PROJECTS DEEMED NECESSARY BY THE CITY ENGINEER IN THE YEAR 2023; AND DECLARING AN EMERGENCY

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

Section 1. That, the City Manager is directed to execute all documents necessary to apply for and accept Ohio Public Works Commission State Capital Improvement Program (SCIP) and Local Transportation Improvement Program (LTIP) funds for the year for projects deemed necessary by the City Engineer in the Year 2023, including but not limited to execution of Grant Agreement(s).

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 assure the prompt and efficient application for project funds related to public peace, health or safety of the City; 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. Further, the Emergency Clause is necessary to be in effect at the earliest possible time to allow for proper and timely application of grant funds, and for further reasons as stated in the Preamble hereof.

Passed: _____

Joseph D. Bialorucki, Council President

Approved: _____

Jason P. Maassel, Mayor

VOTE ON PASSAGE _____ Yea _____ Nay _____ Abstain

Attest:

Marissa Hull, Clerk of Council

I, Marissa Hull, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 043-22 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____, 2022; & 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.

Marissa Hull, Clerk of Council

ORDINANCE NO. 044-22

**AN ORDINANCE AMENDING ORDINANCE NO. 053-21
REGARDING THE COMPENSATION OF CERTAIN CITY OF
NAPOLEON POSITION CLASSIFICATIONS IN AND FOR THE
YEAR 2022; AND DECLARING AN EMERGENCY**

WHEREAS, Council previously adopted Ordinance No. 053-21, creating a 2022 Classification Pay Plan for its non-bargaining employees; and,

WHEREAS, Council now desires to amend Ordinance No. 053-21 to amend the composition of City staff and the pay scales for certain positions; and,

WHEREAS, Exhibit C, attached hereto and incorporated herein, reflects the changes to be made; and,

WHEREAS, Council desires to make said amendments effective on the pay period starting July 11, 2022; **Now Therefore**,

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

Section 1. That, notwithstanding any Ordinance or Resolution to the contrary, the City of Napoleon, Ohio had previously established a new 2022 Position Classification Pay Plan for its non-bargaining employees, Ordinance No. 053-21 passed by Council on December 20, 2021.

Section 2. That, this Ordinance allows the terms and conditions of these pay amendments to be retroactively applied, the same being hereby approved as it so exists.

Section 3. That, Ordinance No 053-21 is hereby amended as herein listed effective with the passage of this Ordinance No. 044-22.

Section 4. Exhibit C, attached hereto and incorporated herein, reflects the changes to be made.

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 proper payment of wages to employees, proper payment being essential to the harmony of the necessary workforce; therefore, provided 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: _____

Joseph D. Bialorucki, Council President

Approved: _____

Jason P. Maassel, Mayor

VOTE ON PASSAGE _____ Yea _____ Nay _____ Abstain

Attest:

Marissa Hull, Clerk of Council

I, Marissa Hull, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 044-22 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____, 2022; & 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.

Marissa Hull, Clerk of Council

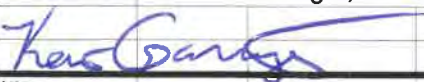
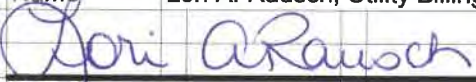
Ordinance No. 044-22 Exhibit C
(Base Hourly Rate)

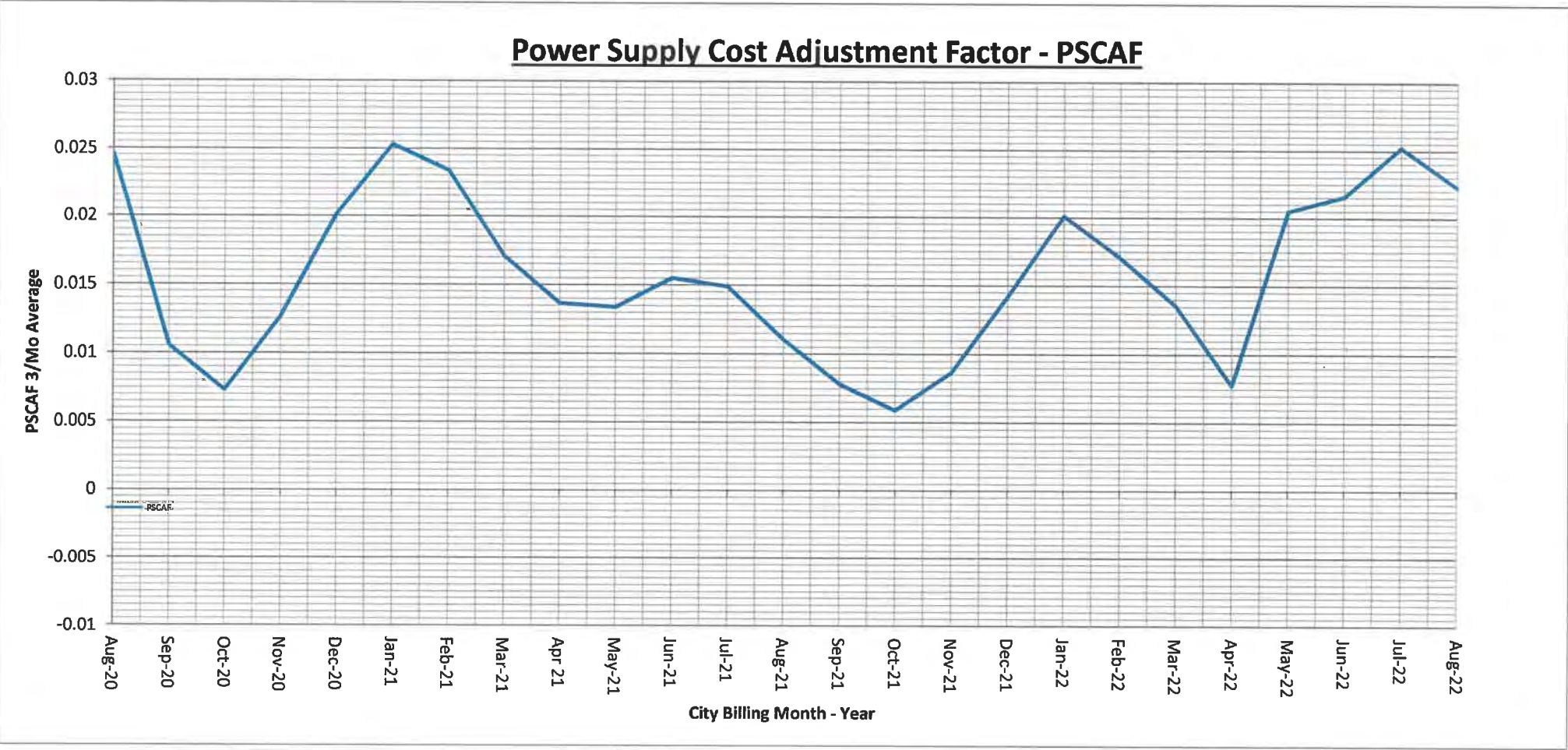
<u>Title</u>	<u>Bottom</u>	<u>Top</u>
Front Desk Administrator (Part Time)	\$10.31	\$14.08
Legal Clerk (Temporary)	\$14.82	\$23.80
Probationary/Trainee Fire Fighter/EMT	\$9.17	\$13.98
All Fire/Rescue Department (Part Time)	\$13.13 \$15.00	\$18.22 \$26.00
Deputy Court Clerk (Part Time)	\$11.42	\$15.69
Deputy Court Bailiff (Part Time)		\$15.02
Probation Officer Grant		\$16.98
Construction Inspection (Temporary)	\$13.85	\$14.84
Construction Engineer (Temporary) Engineering Dept.	\$42.03	\$45.04
Income Tax/Collection Clerk (Part Time)	\$10.31	\$18.18
Lifeguard (Seasonal)	\$9.17	\$15.40
Seasonal Laborer – Other	\$9.17	\$15.40
Recreation Worker (Seasonal)	\$9.17	\$15.40
Parks Maintenance Worker (Seasonal)	\$9.17	\$15.40
Golf Course Clubhouse Attendant (Seasonal)	\$9.17	\$15.40
Senior Center Fitness Coordinator (Part Time)	\$9.17	\$15.40
Code Enforcement Inspector	\$19.97	\$31.07
Adjunct EMS Instructor for the Fire Department (Part Time)		\$21.33
Adjunct Fire Instructor for the Fire Department (Part Time)		\$21.33

CITY OF NAPOLEON, OHIO - PSCAF

POWER SUPPLY COST ADJUSTMENT FACTOR (PSCAF) - COMPUTATION OF MONTHLY PSCAF

COMPUTATIONS WITH CORRECTED DATA FROM JULY, 2015, THROUGH MARCH, 2017

AMP Billed Usage Month	PSCAF City Billing Month	AMP - kWh Delivered As Listed on AMP Invoices	Purchased Power Supply Costs (*=Net of Known) (+ OR - Other Cr's)	Rolling 3-Month Totals Current + Prior 2 Months kWh Cost		Rolling 3 Month Average Cost	Less: Fixed Base Power Supply Cost	PSCA Dollar Difference + or (-)	PSCA-Corrt'd. 3 MONTH AVG.FACTOR + Line Loss	Total Residential Cost / kWh For Month
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	
		Actual Billed	Actual Billed w/Cr's	c + prior 2 Mo	d + prior 2 Mo	f / e	\$0.07194 Fixed	g + h	i X 1.075	
Aug 20	Oct 20	14,271,168	\$ 1,182,034.49	43,198,916	\$ 3,530,758.01	\$ 0.08173	\$ (0.07194)	\$ 0.00979	\$ 0.00731	0.1135
Oct 20	Dec 20	11,645,057	\$ 1,128,722.92	37,661,159	\$ 3,414,239.00	\$ 0.09066	\$ (0.07194)	\$ 0.01872	\$ 0.02012	0.1299
Nov 20	Jan 21	11,652,657	\$ 1,113,624.87	35,042,648	\$ 3,345,829.38	\$ 0.09548	\$ (0.07194)	\$ 0.02354	\$ 0.02531	0.1340
Dec 20	Feb 21	12,648,166	\$ 1,124,907.42	35,945,880	\$ 3,367,255.21	\$ 0.09368	\$ (0.07194)	\$ 0.02174	\$ 0.02337	0.1299
Jan 21	Mar 21	12,962,585	\$ 1,034,448.66	37,263,408	\$ 3,272,980.95	\$ 0.08783	\$ (0.07194)	\$ 0.01589	\$ 0.01708	0.1236
Feb 21	Apr 21	12,300,987	\$ 1,049,227.94	37,911,738	\$ 3,208,584.02	\$ 0.08463	\$ (0.07194)	\$ 0.01269	\$ 0.01364	0.1265
Mar 21	May 21	11,917,978	\$ 1,053,961.87	37,181,550	\$ 3,137,638.47	\$ 0.08439	\$ (0.07194)	\$ 0.01245	\$ 0.01338	0.1237
Apr 21	June 21	10,765,694	\$ 918,047.72	34,984,659	\$ 3,021,237.53	\$ 0.08636	\$ (0.07194)	\$ 0.01442	\$ 0.01550	0.1261
May 21	July 21	11,537,945	\$ 964,238.17	34,221,617	\$ 2,936,247.76	\$ 0.08580	\$ (0.07194)	\$ 0.01386	\$ 0.01490	0.1232
June 21	Aug 21	13,563,554	\$ 1,066,460.78	35,867,193	\$ 2,948,746.67	\$ 0.08221	\$ (0.07194)	\$ 0.01027	\$ 0.01104	0.1166
July 21	Sept 21	14,499,118	\$ 1,106,204.19	39,600,617	\$ 3,136,903.14	\$ 0.07921	\$ (0.07194)	\$ 0.00727	\$ 0.00782	0.1133
Aug 21	Oct 21	15,646,644	\$ 1,212,305.64	43,709,316	\$ 3,384,970.61	\$ 0.07744	\$ (0.07194)	\$ 0.00550	\$ 0.00591	0.1110
Sept 21	Nov 21	12,554,924	\$ 1,097,036.16	42,700,686	\$ 3,415,545.99	\$ 0.07999	\$ (0.07194)	\$ 0.00805	\$ 0.00865	0.1175
Oct 21	Dec 21	12,131,921	\$ 1,125,088.51	40,333,489	\$ 3,434,430.31	\$ 0.08515	\$ (0.07194)	\$ 0.01321	\$ 0.01420	0.1237
Nov 21	Jan 22	12,362,753	\$ 1,135,197.78	37,049,598	\$ 3,357,322.45	\$ 0.09062	\$ (0.07194)	\$ 0.01868	\$ 0.02008	0.1281
****Dec 21	Feb 22	12,816,596	\$ 1,016,008.94	37,311,270	\$ 3,276,295.23	\$ 0.08781	\$ (0.07194)	\$ 0.01587	\$ 0.01706	0.1238
Jan 22	Mar 22	13,995,086	\$ 1,160,729.26	39,174,435	\$ 3,311,935.98	\$ 0.08454	\$ (0.07194)	\$ 0.01260	\$ 0.01355	0.1199
Feb 22 ‡	Apr 22	12,258,331	\$ 1,108,306.10	39,070,013	\$ 3,285,044.30	\$ 0.08408	\$ (0.07194)	\$ 0.01214	\$ 0.01305	0.1205
Mar 22	May 22	12,370,598	\$ 1,125,556.75	38,624,015	\$ 3,394,592.11	\$ 0.08789	\$ (0.07194)	\$ 0.01595	\$ 0.01715	0.1297
Apr 22*	June 22	11,096,205	\$ 1,163,207.66	35,725,134	\$ 3,397,070.51	\$ 0.09509	\$ (0.07194)	\$ 0.02315	\$ 0.02156	0.1313
May 22	July 22	11,848,670	\$ 1,079,183.13	35,315,473	\$ 3,367,947.54	\$ 0.09537	\$ (0.07194)	\$ 0.02343	\$ 0.02519	0.1333
June 22	Aug 22	13,396,810	\$ 1,124,595.07	36,341,685	\$ 3,366,985.86	\$ 0.09265	\$ (0.07194)	\$ 0.02071	\$ 0.02226	
** Reduction of \$100,000 from actual invoice from AMP to be taken from reserve as approved by Council to lessen PSCA for month due to COVID-19 Pandemic.										
*** reduced PSCAF for Sept 20 from \$0.01377 to \$0.01056 to reflect corrected PSCAF with adjustment for Aug 20 by -\$0.003210 to incorporate the \$100,000 with the three month rolling average										
iNovember 2020 PSCAF is up because the approved credits/adjustments are now off of the three month rolling average										
**** Addition of \$344,986.22 from sale of JV5 Recs on February 2022 City Billing Month- AMP December 2021 Power Billing Invoice										
‡ Addition of \$193,082.78 from sale of JV5 Recs on April 2022 City Billing Month- AMP February 2022 Power Billing Invoice										
* reduced PSCAF for June 22 from \$0.02489 to \$0.02156 to reflect corrected PSCAF with adjustment for May 22 by -\$0.003330.										
PSCAF - Preparers Signature:						PSCAF - Reviewers Signature:				
Name - Kevin L. Garringer, Finance Director						Name - Lori A. Rausch, Utility Billing Administrator				
										
Signature						Signature				
Date 7-25-22						Date 7-25-22				





AMERICAN MUNICIPAL POWER, INC.
1111 Schrock Rd, Suite 100
COLUMBUS, OHIO 43229
PHONE: (614) 540-1111
FAX: (614) 540-1078

INVOICE NUMBER:	1003657
INVOICE DATE:	15-JUL-22
DUE DATE:	01-AUG-22
TOTAL AMOUNT DUE:	\$1,124,595.07
CUSTOMER NUMBER	5020
CUSTOMER P.O. #:	

City of Napoleon
255 West Riverview Avenue
P.O. Box 151
Napoleon, OH 43545-0151

MAKE CHECK PAYABLE TO AMP.
DIRECT INVOICE QUESTIONS TO BILLING@AMPPARTNERS.ORG

City of Napoleon Power Billing – June, 2022

Municipal Peak:	30,775	kW
Total Metered Energy:	13,460,935	kWh

Total Power Charges:	\$872,118.40
Total Transmission/Capacity/Ancillary Services:	\$242,805.85
Total Other Charges:	\$11,123.15
Total Miscellaneous Charges:	-\$1,452.33

TOTAL CHARGES

\$1,124,595.07

*To avoid a delayed payment charge, payment must be made to provide available funds for use by AMP on or before the due date.

Wire or ACH Transfer Information:

Huntington National Bank
Columbus, Ohio
Account No. 0189-2204055
ABA: #44 000024

Mailing Address:

AMP Inc.
Department L614
Columbus, OH 43260

DETAIL INFORMATION OF POWER CHARGES June, 2022
City of Napoleon

FOR THE MONTH OF:	June, 2022	Total Metered Load kWh:	13,460,935
		Transmission Losses kWh:	-64,125
		Distribution Losses kWh:	0
		Total Energy Req. kWh:	13,396,810
Time of Pool Peak:	06/15/2022 @ H.E. 15:00	Coincident Peak kW:	30,775
Time of Municipal Peak:	06/15/2022 @ H.E. 15:00	Municipal Peak kW:	30,775
Transmission Peak:	June,29,2021 @ H.E. 15:00	Transmission Peak kW:	30,320
		PJM Capacity Requirement kW:	28,916

City of Napoleon Resources

AMP CT - Sched @ ATSI

Demand Charge:	\$2.944540 kW	12,400 kW =	\$36,512.30
Energy Charge:	\$0.090550 kWh	145,333 kWh =	\$13,159.90
Transmission Credit:			-\$52,956.26
Capacity Credit:	\$1.374838 kW	-12,400 kW =	-\$17,047.99
Subtotal			-\$20,332.05

Fremont - sched @ Fremont

Demand Charge:	\$3.521790 kW	8,767 kW =	\$30,875.53
Energy Charge:	\$0.039430 kWh	4,318,275 kWh =	\$170,269.44
Net Congestion, Losses, FTR:			\$51,772.19
Capacity Credit:	\$1.491800 kW	-8,767 kW =	-\$13,078.61
Debt Service:	\$4.615970 kW	8,767 kW =	\$40,468.21
Adjustment for prior month:			\$79.85
Subtotal		4,318,275 kWh	\$280,386.61

AMP Hydro CSW - Sched @ PJMC

Demand Charge:	\$53.540000 kW	3,498 kW =	\$187,282.92
Energy Charge:	\$0.026000 kWh	2,120,328 kWh =	\$55,128.53
Net Congestion, Losses, FTR:			\$3,295.97
Capacity Credit:	\$4.948433 kW	-3,498 kW =	-\$17,309.62
REC Credit (Estimate):			-\$14,312.21
Subtotal		2,120,328 kWh	\$214,085.59

Meldahl Hydro - Sched @ Meldahl Bus

Demand Charge:	\$32.007579 kW	504 kW =	\$16,131.82
Energy Charge:	\$0.026000 kWh	292,289 kWh =	\$7,599.52
Net Congestion, Losses, FTR:			-\$860.54
Capacity Credit:	\$2.070556 kW	-504 kW =	-\$1,043.56
REC Credit (Estimate):			-\$1,972.95
Subtotal		292,289 kWh	\$19,854.29

JV6 - Sched @ ATSI

Demand Charge:	\$7.991822 kW	225 kW =	\$1,798.16
Energy Charge:		19,317 kWh =	
Transmission Credit:	\$0.185378 kW	-225 kW =	-\$41.71
Capacity Credit:	\$0.104089 kW	-225 kW =	-\$23.42
Subtotal			\$1,733.03

Greenup Hydro - Sched @ Greenup Bus

Demand Charge:	\$26.199606 kW	330 kW =	\$8,645.87
Energy Charge:	\$0.009000 kWh	157,727 kWh =	\$1,419.54
Net Congestion, Losses, FTR:			-\$660.53
Capacity Credit:	\$1.296121 kW	-330 kW =	-\$427.72
REC Credit (Estimate):			-\$1,064.66
Subtotal		157,727 kWh	\$7,912.50

Prairie State - Sched @ PJMC

Demand Charge:	\$11.951075 kW	4,976 kW =	\$59,468.55
Energy Charge:	\$0.005694 kWh	3,270,313 kWh =	\$18,622.32
Net Congestion, Losses, FTR:			\$5,773.60
Capacity Credit:	\$1.585639 kW	-4,976 kW =	-\$7,890.14
Debt Service:	\$22.991365 kW	4,976 kW =	\$114,405.03
Transmission from PSEC to PJM/MISO, including non-Prairie State variable charges/credits:	\$0.001887 kWh	3,270,313 kWh =	\$6,172.37
Subtotal		3,270,313 kWh	\$196,551.73

DETAIL INFORMATION OF POWER CHARGES June, 2022

City of Napoleon

NYPA - Sched @ NYIS

Demand Charge:	\$4.074032 kW	940 kW =	\$3,829.59
Energy Charge:	\$0.040712 kWh	562,037 kWh =	\$22,881.61
Net Congestion, Losses, FTR:			\$10,427.22
Capacity Credit:	\$1.523711 kW	-935 kW =	-\$1,424.67
Adjustment for prior month:			-\$568.42
Subtotal		562,037 kWh	\$35,145.33

JV5 - 7X24 @ ATSI

Demand Charge:	\$13.092617 kW	3,088 kW =	\$40,430.00
Energy Charge:	\$0.020498 kWh	2,223,360 kWh =	\$45,574.67
Transmission Credit:	\$6.105683 kW	-3,088 kW =	-\$18,854.35
Capacity Credit:	\$1.523714 kW	-3,088 kW =	-\$4,705.23
Debt Service (current month):	\$17.660712 kW	3,088 kW =	\$54,536.28
Subtotal		2,223,360 kWh	\$116,981.37

JV5 Losses - Sched @ ATSI

Energy Charge:		32,394 kWh =	
Subtotal		32,394 kWh	\$0.00

JV2 - Sched @ ATSI

Demand Charge:	\$3.010000 kW	264 kW =	\$794.64
Energy Charge:		1,855 kWh =	
Transmission Credit:	\$5.009470 kW	-264 kW =	-\$1,322.50
Capacity Credit:	\$1.867159 kW	-264 kW =	-\$492.93
JV2 Project Fuel Costs not recovered through Energy Sales to Market :			\$282.84
Subtotal		1,855 kWh	-\$737.95

AMP Solar Phase I - Sched @ ATSI

Demand Charge:		1,040 kW =	
Energy Charge:	\$0.041279 kWh	175,189 kWh =	\$7,231.62
Transmission Credit:			-\$3,857.68
Capacity Credit:	\$0.701981 kWh	-1,040 kWh =	-\$730.06
Subtotal		175,189 kWh	\$2,643.88

Efficiency Smart Power Plant 2020-23

ESPP 2020-2023 obligation @ \$1.650 /MWh x 139,116.5 MWh / 12:			\$19,128.51
Subtotal			\$19,128.51

Northern Power Pool -

On Peak Energy Charge: (M-F HE 08-23 EDT)	\$0.073595 kWh	523,673 kWh =	\$38,539.87
Off Peak Energy Charge:	\$0.031121 kWh	292,696 kWh =	\$9,109.05
Sale of Excess Non-Pool Resources to Pool:	\$0.076570 kWh	-737,976 kWh =	-\$56,506.96
Pool Congestion Hedge:			\$7,623.60
Subtotal		78,393 kWh	-\$1,234.44

TRANSMISSION / CAPACITY / ANCILLARY SERVICES -

Demand Charge:	\$6.105683 kW	30,320 kW =	\$185,124.30
Energy Charge:	\$0.000533 kWh	11,173,450 kWh =	\$5,956.97
RPM (Capacity) Charges:	\$1.788788 kW	28,916 kW =	\$51,724.58
Subtotal			\$242,805.85

OTHER CHARGES:

Dispatch Center Charges:	\$0.000044 kWh	13,460,935 kWh =	\$589.31
Service Fee A	\$0.000229 kWh	11,906,100 kWh =	\$2,726.50
Service Fee B	\$0.000580 kWh	13,460,935 kWh =	\$7,807.34
Subtotal			\$11,123.15

MISCELLANEOUS CHARGES:-

Credit for PJM capacity revenues generated by Efficiency Smart projects			-\$1,452.33
Subtotal			-\$1,452.33

DETAIL INFORMATION OF POWER CHARGES June, 2022
City of Napoleon

Total Demand Charges	\$458,560.19
Total Energy Charges	\$413,558.21
Total Transmission/Capacity/Ancillary Services	\$242,805.85
Total Other Charges	\$11,123.15
Total Miscellaneous Charges	-\$1,452.33
GRAND TOTAL POWER INVOICE	\$1,124,595.07

BILLING SUMMARY AND CONSUMPTION for BILLING CYCLE -August, 2022

2022 - AUGUST BILLING WITH JUNE 2022 AMP BILLING PERIOD AND JULY 2022 CITY CONSUMPTION AND BILLING DATA

PREVIOUS MONTH'S POWER BILLS - PURCHASED POWER KWH AND COST ALLOCATIONS BY DEMAND & ENERGY:

DATA PERIOD	MONTH / YR	DAYS IN MONTH	MUNICIPAL PEAK						
AMP-Ohio Bill Month	JUNE, 2022	30	30,775.000						
City-System Data Month	JULY, 2022	31							
City-Monthly Billing Cycle	AUG, 2022	31							
=====CONTRACTED AND OPEN MARKET POWER=====									
						==PEAKING==			=====HYDRO POWER=====
PURCHASED POWER-RESOURCES ->	AMP CT	FREMONT ENERGY	PRAIRIE STATE SCHED. @ PJMC	MORGAN STNLY. REPLMNT. 2015-20	NORTHERN POWER	JV-2 PEAKING	AMP-HYDRO CSW	WELDAHL-HYDRO SCHED. @	GREENUP HYDRO SCHED. @
	SCHED. @ ATSI	SCHEDULED	REPLMT @ PJMC	7x24 @ AD	POOL	SCHED. @ ATSI	SCHED. @ PJMC	MELDAHL BUS	GREENUP BUS
Delivered kWh (On Peak) ->	145,333	4,318,275	3,270,313		523,673	1,855	2,120,328	292,289	157,727
Delivered kWh (Off Peak) ->					292,696				
Delivered kWh (Replacement/Losses/Offset) ->									
Delivered kWh/Sale (Credits) ->					-737,976				
Net Total Delivered kWh as Billed ->	145,333	4,318,275	3,270,313	0	78,393	1,855	2,120,328	292,289	157,727
Percent % of Total Power Purchased->	1.0848%	32.2338%	24.4111%	0.0000%	0.5852%	0.0138%	15.8271%	2.1818%	1.1773%
COST OF PURCHASED POWER:									
DEMAND CHARGES (+Debits)									
Demand Charges	\$36,512.30	\$30,875.53	\$59,468.55			\$794.64	\$187,282.92	\$16,131.82	\$8,645.87
Debt Services (Principal & Interest)		\$40,468.21	\$114,405.03						
DEMAND CHARGES (-Credits)									
Transmission Charges (Demand-Credits)	-\$52,956.26					-\$1,322.50			
Capacity Credit	-\$17,047.99	-\$13,078.61	-\$7,890.14			-\$492.93	-\$17,309.62	-\$1,043.56	-\$427.72
Sub-Total Demand Charges	-\$33,491.95	\$58,265.13	\$165,983.44	\$0.00	\$0.00	-\$1,020.79	\$169,973.30	\$15,088.26	\$8,218.15
ENERGY CHARGES (+Debits):									
Energy Charges - (On Peak)	\$13,159.90	\$170,269.44	\$18,622.32		\$38,539.87		\$55,128.53	\$7,599.52	\$1,419.54
Energy Charges - (Replacement/Off Peak)					\$9,109.05				
Net Congestion, Losses, FTR		\$51,772.19	\$5,773.60				\$3,295.97	-\$860.54	
Transmission Charges (Energy-Debits)			\$6,172.37						
ESPP Charges									
Bill Adjustments (General & Rate Levelization)		\$79.85							
ENERGY CHARGES (-Credits or Adjustments):									
Energy Charges - On Peak (Sale or Rate Stabilization)					-\$56,506.96				
Net Congestion, Losses, FTR									-\$660.53
Bill Adjustments (General & Rate Levelization)					\$7,623.60	\$282.84	-\$14,312.21	-\$1,972.95	-\$1,064.66
Sub-Total Energy Charges	\$13,159.90	\$222,121.48	\$30,568.29	\$0.00	-\$1,234.44	\$282.84	\$44,112.29	\$4,766.03	-\$305.65
TRANSMISSION & SERVICE CHARGES, MISC.:									
RPM / PJM Charges Capacity - (+Debit)									
RPM / PJM Charges Capacity - (-Credit)									
Service Fees AMP-Dispatch Center - (+Debit/-Credit)									
Service Fees AMP-Part A - (+Debit/-Credit)									
Service Fees AMP-Part B - (+Debit/-Credit)									
Other Charges & Bill Adjustments - (+Debit/-Credit)									
Sub-Total Service Fees & Other Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL NET COST OF PURCHASED POWER	-\$20,332.05	\$280,386.61	\$196,551.73	\$0.00	-\$1,234.44	-\$737.95	\$214,085.59	\$19,854.29	\$7,912.50
Percent % of Total Power Cost->	-1.8079%	24.9322%	17.4776%	0.0000%	-0.1098%	-0.0656%	19.0367%	1.7655%	0.7036%
Purchased Power Resources - Cost per kWh->	-\$0.139900	\$0.064930	\$0.060102	\$0.000000	-\$0.015747	-\$0.397817	\$0.100968	\$0.067927	\$0.050166

BILLING SUMMARY AND CONS

2022 - AUGUST BILLING WITH JUNE 2022 AMP

PREVIOUS MONTH'S POWER BILLS - PU**DATA PERIOD**

AMP-Ohio Bill Month

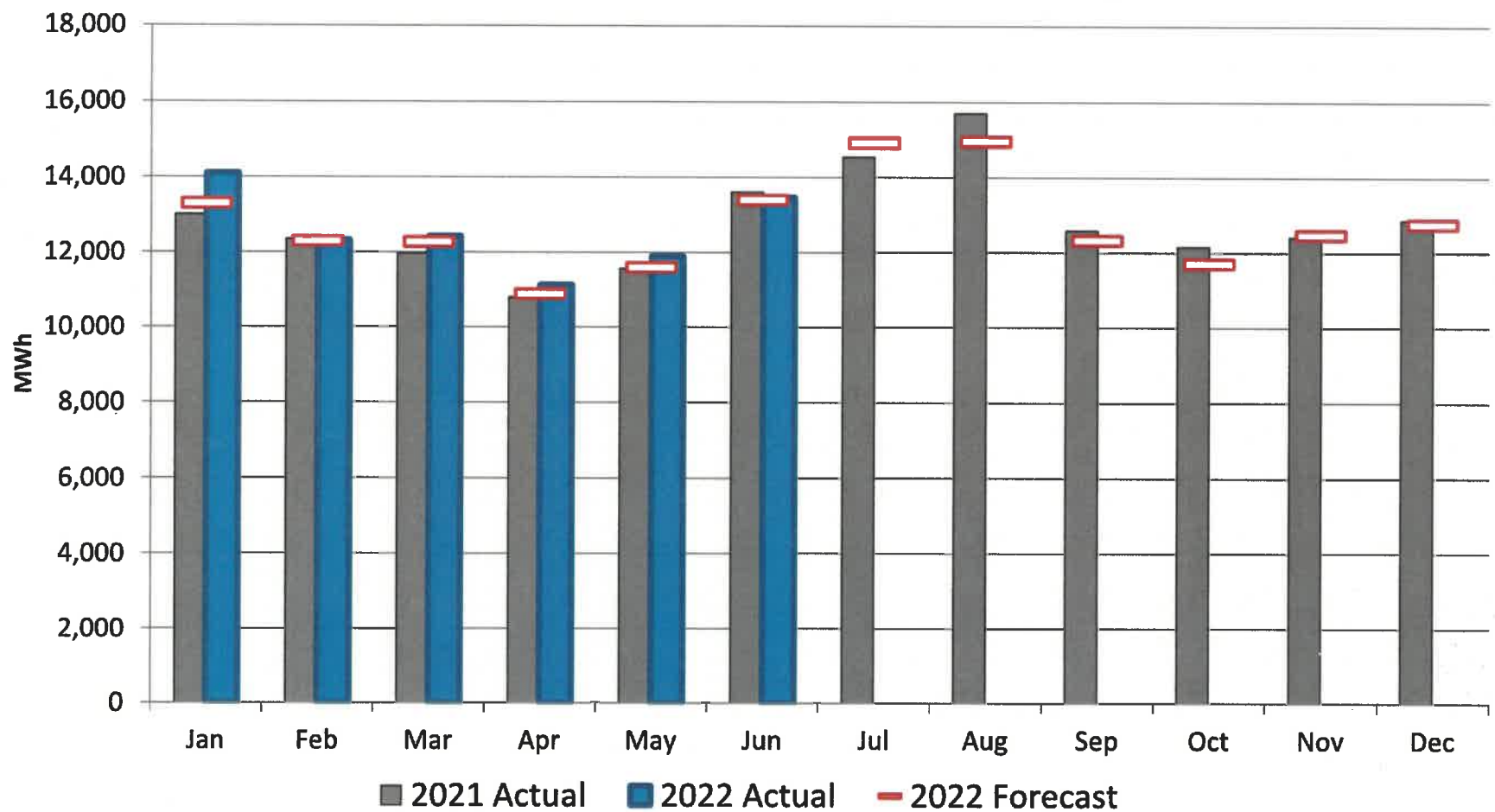
City-System Data Month

City-Monthly Billing Cycle

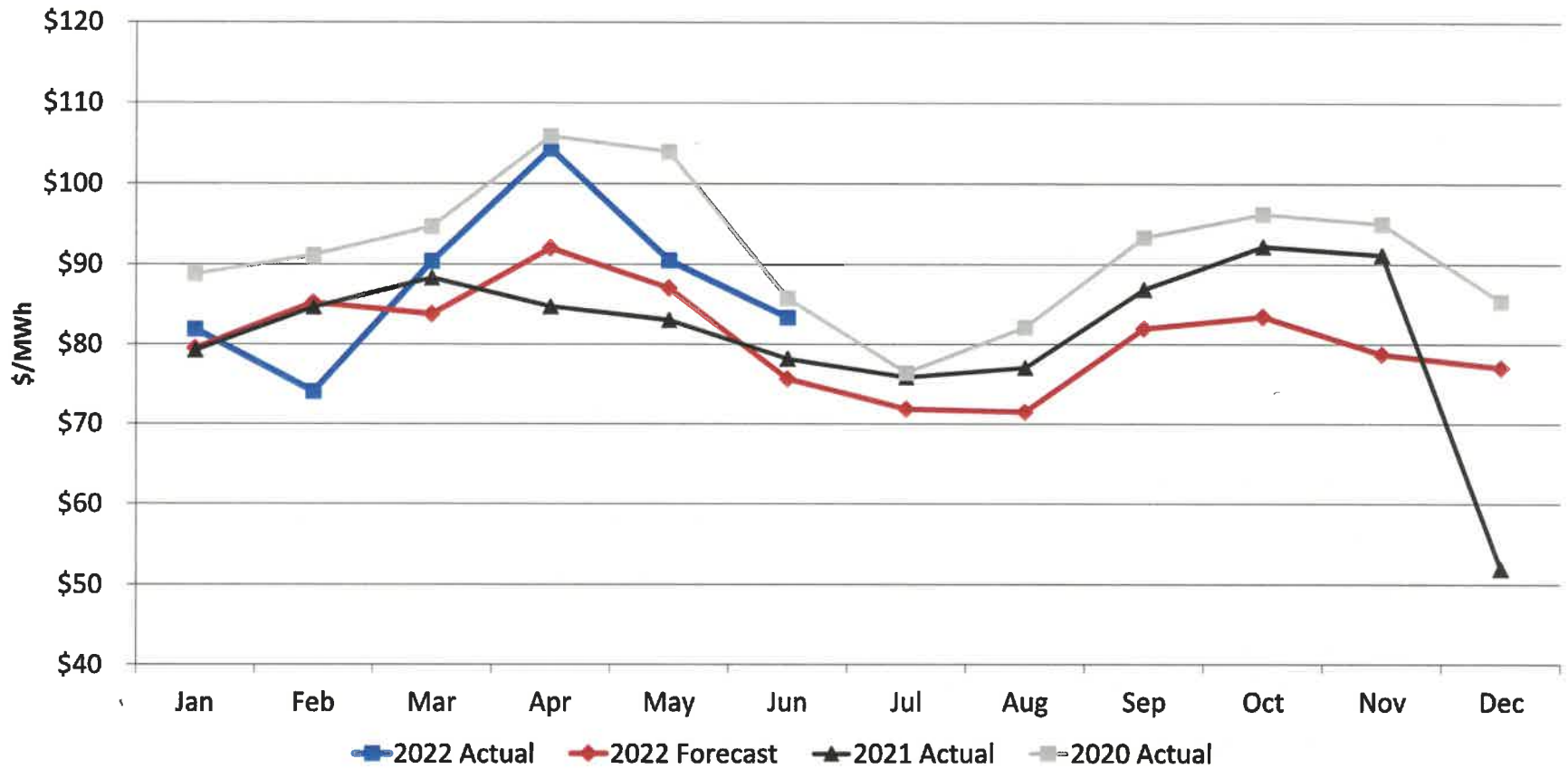
	=====WIND=====			===SOLAR===	===TRANSMISSION, SERVICE FEES & MISC. CONTRACTS===				
	NYPH	JV-5	JV-6	AMP SOLAR	EFFNCY.SMART	TRANSMISSION	SERVICE FEES	MISCELLANEOUS	TOTAL -
PURCHASED POWER-RESOURCES -> (HYDRO	HYDRO	WIND	PHASE 1	POWER PLANT	CHARGES	DISPATCH, A & B	CHARGES &	ALL
(SCHED. @ NYIS	7x24 @ ATSI	SCHED. @ ATSI	SCHED. @ ATSI	2017 - 2020	Other Charges	Other Charges	LEVELIZATION	RESOURCES	
Delivered kWh (On Peak) ->	562,037	2,223,360	19,317	175,189	0	0	0	0	13,809,696
Delivered kWh (Off Peak) ->									292,696
Delivered kWh (Replacement/Losses/Offset) ->		32,394							32,394
Delivered kWh/Sale (Credits) ->									-737,976
Net Total Delivered kWh as Billed ->	562,037	2,255,754	19,317	175,189	0	0	0	0	13,396,810
Percent % of Total Power Purchased->	4.1953%	16.8380%	0.1442%	1.3077%	0.0000%	0.0000%	0.0000%	0.0000%	100.0001%
								Verification Total ->	100.0000%
COST OF PURCHASED POWER:									
DEMAND CHARGES (+Debits)									
Demand Charges	\$3,829.59	\$40,430.00	\$1,798.16		\$0.00	\$185,124.30			\$570,893.68
Debt Services (Principal & Interest)		\$54,536.28							\$209,409.52
DEMAND CHARGES (-Credits)									
Transmission Charges (Demand-Credits)		-\$18,854.35	-\$41.71						-\$73,174.82
Capacity Credit	-\$1,424.67	-\$4,705.23	-\$23.42						-\$63,443.89
Sub-Total Demand Charges	\$2,404.92	\$71,406.70	\$1,733.03	\$0.00	\$0.00	\$185,124.30	\$0.00	\$0.00	\$643,684.49
ENERGY CHARGES (+Debits):									
Energy Charges - (On Peak)	\$22,881.61	\$45,574.67		\$7,231.62	\$0.00	\$5,956.97			\$386,383.99
Energy Charges - (Replacement/Off Peak)									\$9,109.05
Net Congestion, Losses, FTR	\$10,427.22								\$70,408.44
Transmission Charges (Energy-Debits)				-\$3,857.68					\$2,314.69
ESPP Charges					\$19,128.51				\$19,128.51
Bill Adjustments (General & Rate Levelization)									\$79.85
ENERGY CHARGES (-Credits or Adjustments):									
Energy Charges - On Peak (Sale or Rate Stabilization)									-\$56,506.96
Net Congestion, Losses, FTR				-\$730.06	\$0.00				-\$1,390.59
Bill Adjustments (General & Rate Levelization)	-\$568.42								-\$10,011.80
Sub-Total Energy Charges	\$32,740.41	\$45,574.67	\$0.00	\$2,643.88	\$19,128.51	\$5,956.97	\$0.00	\$0.00	\$419,515.18
TRANSMISSION & SERVICE CHARGES, MISC.:									
RPM / PJM Charges Capacity - (+Debit)						\$51,724.58			\$51,724.58
RPM / PJM Charges Capacity - (-Credit)									\$0.00
Service Fees AMP-Dispatch Center - (+Debit/-Credit)							589.31		\$589.31
Service Fees AMP-Part A - (+Debit/-Credit)							\$2,726.50		\$2,726.50
Service Fees AMP-Part B - (+Debit/-Credit)							\$7,807.34		\$7,807.34
Other Charges & Bill Adjustments - (+Debit/-Credit)							\$0.00	-\$1,452.33	-\$1,452.33
Sub-Total Service Fees & Other Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51,724.58	\$11,123.15	-\$1,452.33	\$61,395.40
TOTAL NET COST OF PURCHASED POWER	\$35,145.33	\$116,981.37	\$1,733.03	\$2,643.88	\$19,128.51	\$242,805.85	\$11,123.15	-\$1,452.33	\$1,124,595.07
Percent % of Total Power Cost->	3.1252%	10.4021%	0.1541%	0.2351%	1.7009%	21.5905%	0.9891%	-0.1291%	100.000%
Purchased Power Resources - Cost per kWh->	\$0.062532	\$0.051859	\$0.089715	\$0.015092	\$0.000000	\$0.000000	\$0.000000	\$0.000000	\$0.083945
								Verification Total ->	\$1,124,595.07
								(Northern Pool Power - On-Peak + Off-Peak - Energy Charge/kWh) = JV2 Electric Service Rate ->	-\$0.112995
								(Northern Pool Power - On-Peak + Off-Peak - Energy Charge/kWh) = JV5 Electric Service Rate ->	-\$0.112995

Napoleon Capacity Plan - Actual													
Jun	2022	ACTUAL DEMAND =		30.78	MW								
Days	30	ACTUAL ENERGY =		13,461	MWH								
	SOURCE	DEMAND MW	DEMAND MW-MO	ENERGY MWH	LOAD FACTOR	DEMAND RATE \$/KW	ENERGY RATE \$/MWH	CONGESTION/L LOSSES \$/MWH	CAPACITY CREDIT RATE \$/KW	TRANSMISSION CREDIT RATE \$/KW	TOTAL CHARGES	EFFECTIVE RATE \$/MWH	% OF DOLLARS
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
1	NYPA - Ohio	0.94	0.94	562	83%	\$4.07	\$39.70	\$18.55	-\$1.52		\$35,145	\$62.53	3.1%
2	JV5	3.09	3.09	2,223	100%	\$30.75	\$20.50		-\$1.52	-\$8.11	\$116,981	\$52.81	10.4%
3	JV5 Losses	0.00	0.00	32	0%						\$0		0.0%
4	JV6	0.23	0.23	19	12%	\$7.99			-\$0.10	-\$0.19	\$1,733	\$89.72	0.2%
5	AMP-Hydro	3.50	3.50	2,120	84%	\$53.54	\$19.25	\$1.55	-\$4.95		\$214,086	\$100.97	19.1%
6	Meldahl	0.50	0.50	292	81%	\$32.01	\$19.25	-\$2.94	-\$2.07		\$19,854	\$87.93	1.8%
7	Greenup	0.33	0.33	158	68%	\$26.20	\$2.25	-\$4.19	-\$1.30		\$7,913	\$50.17	0.7%
8	AFEC	8.77	8.77	4,318	68%	\$8.14	\$39.45	\$11.99	-\$1.49		\$280,387	\$64.93	25.0%
9	Prairie State	4.98	4.98	3,270	91%	\$34.94	\$7.58	\$1.77	-\$1.59		\$199,552	\$60.10	17.5%
10	AMP Solar Phase I	1.04	1.04	175	23%		\$41.28		-\$0.70	-\$3.71	\$2,644	\$15.09	0.2%
11	AMPCT	12.40	12.40	145	2%	\$2.94	\$90.55		-\$1.37	-\$4.27	-\$20,332	-\$138.90	-1.8%
12	JV2	0.28	0.28	2	1%	\$3.01	\$152.48		-\$1.87	-\$5.01	-\$738		-0.1%
13	NPP Pool Purchases	0.00	0.00	816	0%		\$67.71				\$55,273	\$67.71	4.6%
14	NPP Pool Sales	0.00		-738	0%		\$76.57				-\$56,507	\$76.57	-5.0%
	POWER TOTAL	36.03	36.03	13,397	52%	\$595,179	\$329,270	\$5.21	-\$64,174	-\$77,033	\$852,990	\$63.67	76.0%
15	Energy Efficiency			0			\$17,676				\$17,676		1.6%
16	Installed Capacity	28.92	28.92			\$1.79					\$51,725	\$3.84	4.6%
17	Transmission	30.32	30.32	11,173		\$6.11	\$0.53				\$191,081	\$14.20	17.0%
18	Service Fee B			13,461			\$0.58				\$7,807	\$0.58	0.7%
19	Dispatch Charge			13,461			\$0.04				\$589	\$0.04	0.1%
	OTHER TOTAL					\$235,397	\$33,482				\$268,879	\$19.97	24.0%
GRAND TOTAL PURCHASED				13,397							\$1,121,869		
Delivered to members		30.775	30.775	13,461	61%						\$1,121,869	\$83.34	100.0%
		DEMAND		ENERGY	L.F.						TOTAL \$	\$/MWh	Avg Temp
	2022 Forecast	29.00		13,388	64%						\$1,012,512	\$75.63	69.5
	2021 Actual	30.37		13,618	62%						\$1,064,355	\$78.18	74.1
	2020 Actual	28.66		13,232	64%						\$1,134,690	\$85.75	72.3
											Actual Temp		73.4

Napoleon 2022 Monthly Energy Usage



Napoleon 2022 Monthly Rates

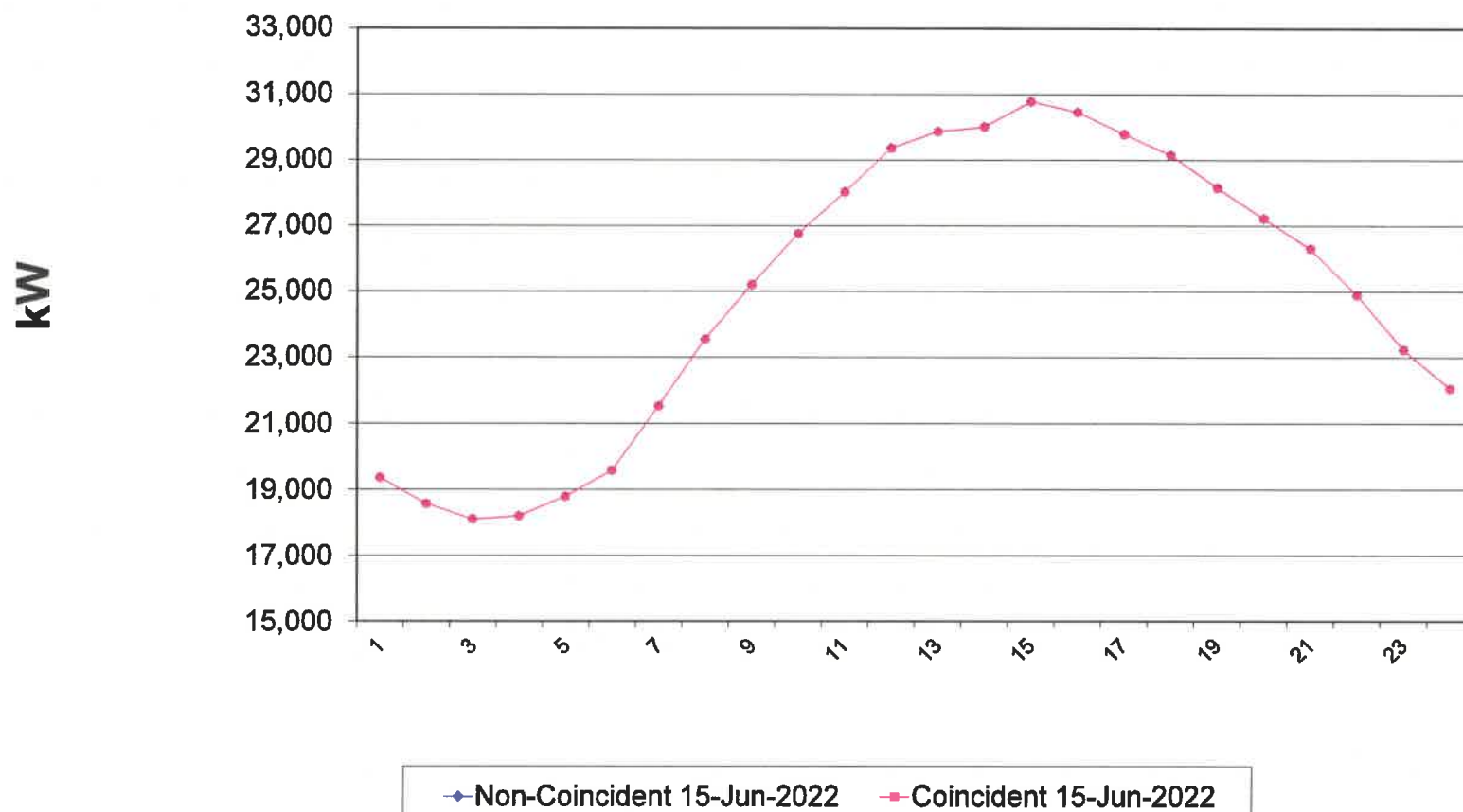


NAPOLEON

Date	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday
Hour	6/1/2022	6/2/2022	6/3/2022	6/4/2022	6/5/2022	6/6/2022	6/7/2022	6/8/2022	6/9/2022	6/10/2022	6/11/2022	6/12/2022	6/13/2022	6/14/2022	6/15/2022
100	17,036	15,035	13,930	12,347	12,105	14,304	15,054	14,097	13,949	13,719	12,894	12,364	15,490	15,560	19,351
200	16,548	14,591	13,670	11,892	11,833	13,900	14,676	13,741	13,625	13,320	12,375	12,031	14,951	15,137	18,563
300	16,182	14,093	13,541	11,581	11,699	13,485	14,304	13,591	13,429	13,204	11,838	11,582	14,484	14,918	18,086
400	16,196	14,058	13,673	11,589	11,595	13,591	14,345	13,812	13,520	13,348	11,619	11,393	14,727	15,009	18,189
500	16,752	14,728	14,147	11,759	11,688	14,563	15,195	14,502	13,924	13,915	11,766	11,399	15,408	15,597	18,781
600	17,386	15,368	14,708	11,787	11,759	15,244	16,069	15,219	14,773	14,495	12,182	11,621	16,204	16,726	19,575
700	19,045	16,751	15,977	12,261	12,051	16,604	17,167	16,543	16,106	15,556	12,963	12,387	17,900	18,276	21,519
800	20,901	17,803	17,038	13,065	12,693	17,806	18,300	17,462	17,183	16,702	14,105	13,422	19,315	19,654	23,538
900	22,485	18,071	17,666	13,684	13,303	18,926	19,400	18,142	17,589	17,731	14,840	14,137	20,788	20,850	25,195
1000	23,811	18,472	18,303	14,313	14,043	20,155	19,627	18,658	18,079	18,125	15,575	14,821	21,910	22,229	26,751
1100	23,759	18,847	18,703	14,677	14,668	21,141	19,892	19,059	18,365	18,303	16,342	16,019	23,448	23,543	28,014
1200	24,381	19,282	19,250	15,221	15,348	21,997	20,200	19,642	18,425	18,813	16,633	17,100	24,279	25,137	29,357
1300	25,071	19,632	19,432	15,339	16,095	22,638	20,580	20,214	19,060	19,185	16,701	18,102	25,362	26,561	29,854
1400	25,058	19,811	19,460	15,428	16,684	22,616	20,946	19,998	19,250	19,493	16,632	18,670	26,030	27,582	30,001
1500	24,938	19,788	19,507	15,641	16,806	21,478	21,003	19,692	19,277	19,525	16,392	19,142	26,842	28,038	30,775
1600	25,005	19,580	19,313	15,249	17,184	20,219	20,974	19,089	19,362	19,288	16,007	19,126	27,098	27,851	30,443
1700	24,378	19,376	18,875	14,953	17,437	19,885	20,505	18,267	18,769	19,270	15,588	19,126	26,771	27,501	29,776
1800	22,835	19,102	18,602	14,609	17,296	19,367	20,135	17,853	18,635	18,822	15,417	19,322	25,789	27,055	29,140
1900	21,420	18,751	18,093	14,455	17,165	18,627	19,445	17,486	17,865	17,701	15,046	19,599	24,127	26,617	28,148
2000	20,323	18,186	17,344	14,303	16,963	18,198	18,576	17,044	17,629	17,107	14,707	19,235	22,708	25,846	27,205
2100	19,863	17,849	16,704	14,390	16,868	17,917	17,830	16,860	17,358	17,039	14,800	18,868	21,672	25,158	26,288
2200	18,222	16,859	15,488	13,930	16,185	17,154	17,017	15,921	16,498	15,981	14,274	18,299	18,962	23,769	24,879
2300	17,089	15,659	14,024	13,277	15,784	16,319	15,718	14,950	15,276	14,463	13,567	17,464	17,584	22,031	23,216
2400	15,984	14,536	13,042	12,651	14,836	15,432	14,779	14,363	14,521	13,471	12,887	16,389	16,612	20,529	22,045
Total	494,668	416,228	400,490	328,401	352,088	431,566	431,737	406,205	402,467	398,576	345,150	381,618	498,661	531,174	598,699

Date	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
Hour	6/16/2022	6/17/2022	6/18/2022	6/19/2022	6/20/2022	6/21/2022	6/22/2022	6/23/2022	6/24/2022	6/25/2022	6/26/2022	6/27/2022	6/28/2022	6/29/2022	6/30/2022	7/1/2022
100	20,883	18,903	14,012	12,195	13,943	15,518	19,864	16,819	15,240	15,811	15,896	14,490	14,021	15,084	17,192	-
200	20,125	18,199	13,400	11,923	13,667	14,885	19,393	16,239	14,543	15,067	15,226	14,026	13,663	14,497	16,350	-
300	19,547	17,393	12,841	11,495	13,529	14,533	18,706	15,512	14,049	14,301	14,901	13,616	13,462	14,173	15,776	-
400	19,497	17,205	12,678	11,356	13,902	14,655	18,497	15,337	14,237	14,050	14,850	13,617	13,610	14,411	15,735	-
500	19,853	17,438	12,719	11,287	14,587	15,412	19,061	15,793	14,749	13,950	14,576	14,492	14,208	15,001	16,039	-
600	20,749	17,795	12,838	11,245	15,454	15,986	19,759	16,398	15,377	13,990	14,802	15,267	14,787	15,735	16,593	-
700	22,695	19,343	13,671	11,880	16,472	18,058	21,626	17,926	16,843	15,197	15,437	16,475	15,816	16,786	17,895	-
800	24,313	21,158	14,375	12,708	17,520	19,770	23,816	19,224	18,627	16,532	16,252	17,816	16,908	17,836	20,012	-
900	26,034	22,331	15,016	13,419	18,258	21,529	25,303	20,480	19,919	17,634	17,080	18,472	17,886	18,869	21,606	-
1000	26,398	22,919	15,604	13,966	19,263	22,974	26,703	21,332	20,833	18,982	18,117	19,202	18,311	19,612	23,142	-
1100	27,630	23,366	15,959	14,564	20,212	24,569	27,451	22,297	21,807	20,273	19,058	20,000	18,931	20,762	24,363	-
1200	28,963	23,778	15,841	15,043	20,819	26,144	28,353	22,484	22,688	21,083	19,329	20,500	19,458	21,954	25,383	-
1300	29,163	23,938	15,930	15,463	21,628	27,052	29,018	23,109	23,582	21,930	19,440	20,723	20,278	23,189	25,992	-
1400	29,336	23,960	15,943	15,947	22,679	28,076	29,305	23,460	24,177	22,445	20,716	20,908	20,653	23,733	26,628	-
1500	29,161	23,933	16,131	16,345	23,388	28,595	29,198	24,029	24,840	22,819	20,981	21,234	20,942	24,410	27,018	-
1600	28,682	23,446	16,477	17,095	23,601	28,477	27,956	24,048	25,129	22,826	21,677	21,070	21,545	24,825	27,260	-
1700	28,311	22,878	16,800	17,655	23,617	28,297	27,183	23,874	24,567	22,367	22,143	20,835	21,475	24,678	26,998	-
1800	28,009	22,133	16,763	17,808	23,830	28,109	26,568	23,533	24,166	22,078	21,517	20,378	21,482	24,364	26,925	-
1900	27,268	21,188	16,297	17,353	22,574	27,614	25,401	22,963	23,570	20,891	20,465	19,593	21,068	24,243	25,935	-
2000	26,275	20,104	15,544	16,935	21,577	26,646	24,361	21,950	22,454	19,997	19,001	18,595	20,562	23,322	24,949	-
2100	24,966	19,027	14,962	16,678	20,772	25,515	22,868	20,700	21,383	19,568	17,970	17,868	19,696	22,354	23,510	-
2200	23,498	17,838	14,500	15,960	19,375	23,959	21,446	19,285	20,187	18,537	16,956	16,919	18,703	21,137	21,910	-
2300	21,502	16,444	13,705	15,526	17,729	22,236	19,425	17,549	18,342	17,524	16,267	15,525	17,170	19,381	20,432	-
2400	20,133	15,210	12,830	14,724	16,546	20,800	17,966	16,396	16,920	16,588	15,377	14,634	15,970	18,211	18,995	-
Total	592,991	474,717	354,836	348,570	454,942	539,409	569,227	480,737	478,229	444,440	428,034	426,255	430,405	478,567	526,638	-
											Maximum	30,775	Minimum	11,245	Grand Total	13,460,935

Napoleon Peak Day Load Curve



RATE REVIEW COMPARISONS - Current to Prior Month and Prior Year

2022 AUGUST BILLING - ELECTRIC PSCAF - BILLING COMPARISONS TO PRIOR PERIODS

Rate Comparisons to Prior Month and Prior Year for Same Period

	Service Usage	Service Units	Current AUGUST 2022 Rate	Prior Month JULY 2022 Rate	Prior Year AUGUST 2021 Rate		Service Usage	Service Units	Current AUGUST 2022 Rate	Prior Month JULY 2022 Rate	Prior Year AUGUST 2021 Rate
Customer Type											
Customer Type ->											
			RESIDENTIAL USER - (w/Gas Heat)						RESIDENTIAL USER - (All Electric)		
Customer Charge			\$6.00	\$6.00	\$6.00				\$6.00	\$6.00	\$6.00
Distribution Energy Charge			\$20.93	\$20.93	\$20.93				\$33.39	\$33.39	\$33.39
Distribution Demand Charge											
Power Supply Energy Charge	978	kWh	\$71.20	\$71.20	\$71.20	1,976	kWh	\$143.85	\$143.85	\$143.85	\$143.85
Power Supply Demand Charge											
PSCAF - Monthly Factor	978	kWh	\$21.77	\$24.64	\$10.80	1,976	kWh	\$43.99	\$49.78	\$21.82	\$21.82
kWh Tax- Level 1	978	kWh	\$4.55	\$4.55	\$4.55	1,976	kWh	\$9.19	\$9.19	\$9.19	\$9.19
kWh Tax- Level 2											
kWh Tax- Level 3											
Total Electric			\$124.45	\$127.32	\$113.48				\$236.42	\$242.21	\$214.25
Water	6	CCF	\$63.37	\$63.37	\$50.55	11	CCF	\$105.21	\$105.21	\$83.14	\$83.14
Sewer (w/Stm.Sew. & Lat.)	6	CCF	\$78.27	\$78.27	\$70.89	11	CCF	\$112.42	\$112.42	\$98.89	\$98.89
Storm Water (Rate/ERU)			\$9.50	\$9.50	\$9.50			\$9.50	\$9.50	\$9.50	\$9.50
Refuse (Rate/Service)			\$18.00	\$18.00	\$18.00			\$18.00	\$18.00	\$18.00	\$18.00
Sub-Other Services			\$169.14	\$169.14	\$148.94			\$245.13	\$245.13	\$209.53	\$209.53
Total Billing - All Services			\$293.59	\$296.46	\$262.42			\$481.55	\$487.34	\$423.78	\$423.78
Verification Totals->			\$293.59	\$296.46	\$262.42			\$481.55	\$487.34	\$423.78	\$423.78
				<u>Cr.Mo to Pr.Mo</u>	<u>Cr.Yr to Pr.Yr</u>				<u>Cr.Mo to Pr.Mo</u>	<u>Cr.Yr to Pr.Yr</u>	<u>Cr.Yr to Pr.Yr</u>
Dollar Chg.to Prior Periods				-\$2.87	\$31.17				-\$5.79	\$57.77	\$57.77
% Inc/Dec(-) to Prior Periods				-0.97%	11.88%				-1.19%	13.63%	13.63%
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
Cost/kWh - Electric	978	kWh	\$0.12725	\$0.13018	\$0.11603	1,976	kWh	\$0.11965	\$0.12258	\$0.10843	\$0.10843
% Inc/Dec(-) to Prior Periods				-2.25%	9.67%				-2.39%	10.35%	10.35%
Cost/CCF - Water	6	CCF	\$10.56167	\$10.56167	\$8.42500	11	CCF	\$9.56455	\$9.56455	\$7.55818	\$7.55818
Cost/GALLONS - Water	4,488	GAL	\$0.01412	\$0.01412	\$0.01126	8,229	GAL	\$0.01279	\$0.01279	\$0.01010	\$0.01010
% Inc/Dec(-) to Prior Periods				0.00%	25.36%				0.00%	26.55%	26.55%
Cost/CCF - Sewer	6	CCF	\$13.04500	\$13.04500	\$11.81500	11	CCF	\$10.22000	\$10.22000	\$8.99000	\$8.99000
Cost/GALLON - Sewer	4,488	GAL	\$0.01744	\$0.01744	\$0.01580	8,229	GAL	\$0.01366	\$0.01366	\$0.01202	\$0.01202
% Inc/Dec(-) to Prior Periods				0.00%	10.41%				0.00%	13.68%	13.68%
(Listed Accounts Assume SAME USAGE for kWh and Water (CCF) for All Billing Periods)											
(One "1" Unit CCF of Water = "Hundred Cubic Foot" = 748.05 Gallons)											

RATE REVIEW COMPARISONS - Current to Prior Month and Prior Year

2022 AUGUST BILLING - ELE

Rate Comparisons to Prior Month a

	Service	Service	Current	Prior Month	Prior Year			Current	Prior Month	Prior Year
	Usage	Units	AUGUST	JULY	AUGUST			AUGUST	JULY	AUGUST
Customer Type	Usage	Units	2022 Rate	2022 Rate	2021 Rate			2022 Rate	2022 Rate	2021 Rate
Customer Type ->	COMMERCIAL USER - (3 Phase w/Demand)						INDUSTRIAL USER - (3 Phase w/Demand)			
Customer Charge			\$18.00	\$18.00	\$18.00			\$100.00	\$100.00	\$100.00
Distribution Energy Charge	7,040	kWh	\$38.02	\$38.02	\$38.02	98,748	Reactive	\$2,303.85	\$2,303.85	\$2,303.85
Distribution Demand Charge	20.32	kW/Dmd	\$92.86	\$92.86	\$92.86	1510.1	kW/Dmd	\$8,215.30	\$8,215.30	\$8,215.30
Power Supply Energy Charge	7,040	kWh	\$623.04	\$623.04	\$623.04	866,108	kWh	\$39,165.42	\$39,165.42	\$39,165.42
Power Supply Demand Charge								\$15,296.55	\$15,296.55	\$15,296.55
PSCAF - Monthly Factor	7,040	kWh	\$156.71	\$177.34	\$77.72			\$18,315.59	\$20,726.41	\$9,083.75
kWH Tax- Level 1			\$9.66	\$9.66	\$9.66			\$9.66	\$9.66	\$9.66
kWH Tax- Level 2			\$20.80	\$20.80	\$20.80			\$56.24	\$56.24	\$56.24
kWH Tax- Level 3								\$3,087.71	\$3,087.71	\$3,087.71
Total Electric			\$959.09	\$979.72	\$880.10			\$86,550.32	\$88,961.14	\$77,318.48
Water	25	CCF	\$217.77	\$217.77	\$170.92	300	CCF	\$2,446.61	\$2,446.61	\$1,936.11
Sewer (w/Strm.Sew. & Lat.)	25	CCF	\$209.44	\$209.44	\$177.29	300	CCF	\$2,087.69	\$2,087.69	\$1,717.29
Storm Water (Rate/ERU)			\$9.50	\$9.50	\$9.50			\$330.00	\$330.00	\$330.00
Refuse (Rate/Service)			\$5.00	\$5.00	\$5.00			\$5.00	\$5.00	\$5.00
Sub-Other Services			\$441.71	\$441.71	\$362.71			\$4,869.30	\$4,869.30	\$3,988.40
Total Billing - All Services			\$1,400.80	\$1,421.43	\$1,242.81			\$91,419.62	\$93,830.44	\$81,306.88
Verification Totals->			\$1,400.80	\$1,421.43	\$1,242.81			\$91,419.62	\$93,830.44	\$81,306.88
				<i>Cr.Mo to Pr.Mo</i>	<i>Cr.Yr to Pr.Yr</i>				<i>Cr.Mo to Pr.Mo</i>	<i>Cr.Yr to Pr.Yr</i>
Dollar Chg.to Prior Periods				-\$20.63	\$157.99				-\$2,410.82	\$10,112.74
% Inc/Dec(-) to Prior Periods				-1.45%	12.71%				-2.57%	12.44%
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
Cost/kWH - Electric	7,040	kWh	\$0.13623	\$0.13916	\$0.12501	866,108	kWh	\$0.09993	\$0.10271	\$0.08927
% Inc/Dec(-) to Prior Periods				-2.11%	8.98%				-2.71%	11.94%
Cost/CCF - Water	25	CCF	\$8.71080	\$8.71080	\$6.83680	300	CCF	\$8.15537	\$8.15537	\$6.45370
Cost/GALLONS - Water	18,701	GAL	\$0.01164	\$0.01164	\$0.00914	224,415	GAL	\$0.01090	\$0.01090	\$0.00863
% Inc/Dec(-) to Prior Periods				0.00%	27.41%				0.00%	26.37%
Cost/CCF - Sewer	25	CCF	\$8.37760	\$8.37760	\$7.09160	300	CCF	\$6.95897	\$6.95897	\$5.72430
Cost/GALLON - Sewer	18,701	GAL	\$0.01120	\$0.01120	\$0.00948	224,415	GAL	\$0.00930	\$0.00930	\$0.00765
% Inc/Dec(-) to Prior Periods				0.00%	18.13%				0.00%	21.57%
(Listed Accounts Assume SAME USA										
(One "1" Unit CCF of Water = "Hundre										

BILLING SUMMARY ANISUMPTION for BILLING CYCLE -August, 2022**2022 - AUGUST BILLING WITH JUNE 28 BILLING PERIOD AND JULY 2022 CITY CONSUMPTION AND BILLING DATA**

Class and/or Schedule	Jul-22 # of Bills	Jul-22 (kWh Usage)	Jul-22 Billed	Billed kVa of Demand	Cost / kWh For Month	Prior 12 Mo Average	Aug-21 # of Bills	Aug-21 (kWh Usage)	Aug-21 Billed	Cost / kWh For Month
Residential (Dom-In)	3,438	2,249,960	\$299,713.95		\$0.1332	\$0.1215	3,426	3,131,558	\$364,662.78	\$0.1164
Residential (Dom-In) w/Ecosmart	5	3,382	\$449.50		\$0.1329	\$0.1230	6	4,564	\$537.52	\$0.1178
Residential (Dom-In - All Electric)	648	408,532	\$54,562.63		\$0.1336	\$0.1208	629	488,463	\$57,449.46	\$0.1176
Res. (Dom-In - All Elec.) w/Ecosmart	1	749	\$98.91		\$0.1321	\$0.1216	1	958	\$111.27	\$0.1161
Total Residential (Domestic)	4,092	2,662,623	\$354,824.99	0	\$0.1333	\$0.1214	4,062	3,625,543	\$422,761.03	\$0.1166
Residential (Rural-Out)	809	733,834	\$102,567.59	0	\$0.1398	\$0.1280	807	878,038	\$108,677.84	\$0.1238
Residential (Rural-Out) w/Ecosmart	4	3,696	\$515.81	0	\$0.1396	\$0.1304	4	3,675	\$461.14	\$0.1255
Residential (Rural-Out - All Electric)	359	340,203	\$47,390.26	0	\$0.1393	\$0.1266	358	425,900	\$52,380.94	\$0.1230
Res. (Rural-Out - All Electric) w/Ecosmart	2	1,452	\$206.91	0	\$0.1425	\$0.1287	2	1,424	\$183.19	\$0.1286
Residential (Rural-Out w/Dmd)	15	15,053	\$2,086.95	171	\$0.1386	\$0.1231	15	12,798	\$1,616.10	\$0.1263
Residential (Rural-Out - All Electric w/Dmd)	8	6,944	\$973.93	51	\$0.1403	\$0.1282	9	8,570	\$1,071.78	\$0.1251
Total Residential (Rural)	1,197	1,101,182	\$153,741.45	222	\$0.1396	\$0.1274	1,195	1,330,405	\$164,390.99	\$0.1236
Commercial (1 Ph-In - No Dmd)	80	37,789	\$6,322.69	0	\$0.1673	\$0.1558	77	38,067	\$5,788.99	\$0.1521
Commercial (1 Ph-Out - No Dmd)	51	9,071	\$1,899.47	0	\$0.2094	\$0.1878	50	9,350	\$1,794.82	\$0.1920
Total Commercial (1 Ph) No Dmd	131	46,860	\$8,222.16	0	\$0.1755	\$0.1627	127	47,417	\$7,583.81	\$0.1599
Commercial (1 Ph-In - w/Demand)	263	270,155	\$45,378.36	1925	\$0.1680	\$0.1483	259	326,091	\$47,145.09	\$0.1446
Commercial (1 Ph-Out - w/Demand)	24	43,013	\$6,467.00	190	\$0.1503	\$0.1381	24	39,949	\$5,394.88	\$0.1350
Total Commercial (1 Ph) w/Demand	287	313,168	\$51,845.36	2,115	\$0.1656	\$0.1471	283	366,040	\$52,539.97	\$0.1435
Commercial (3 Ph-Out - No Dmd)	2	80	\$47.35	11	\$0.5919	\$0.1482	2	40	\$41.11	\$1.0278
Total Commercial (3 Ph) No Dmd	2	80	\$47.35	11	\$0.5919	\$0.1482	2	40	\$41.11	\$1.0278
Commercial (3 Ph-In - w/Demand)	221	1,707,063	\$243,057.13	6568	\$0.1424	\$0.1299	218	1,976,716	\$249,394.85	\$0.1262
Commercial (3 Ph-Out - w/Demand)	36	247,617	\$35,893.72	1128	\$0.1450	\$0.1314	37	261,535	\$34,380.84	\$0.1315
Commercial (3 Ph-Out - w/Dmd.&Sub-St.)	3	127,640	\$16,816.73	466	\$0.1318	\$0.1234	3	80,680	\$9,802.42	\$0.1215
Commercial (3 Ph-In - w/Demand, No Tax)	1	1,840	\$343.70	23	\$0.1868	\$0.1267	1	6,280	\$850.31	\$0.1354
Commercial (3 Ph-In - w/Dmd.&Sub-St.C)	1	133,440	\$17,038.06	341	\$0.1277	\$0.1173	1	141,600	\$16,154.73	\$0.1141
Total Commercial (3 Ph) w/Demand	262	2,217,600	\$313,149.34	8,526	\$0.1412	\$0.1291	260	2,466,811	\$310,583.15	\$0.1259
Large Power (In - w/Dmd & Rct)	14	1,999,569	\$228,072.04	4336	\$0.1141	\$0.1020	14	1,951,285	\$197,936.99	\$0.1014
Large Power (In - w/Dmd & Rct, w/SbCr)	2	763,301	\$85,040.80	1666	\$0.1114	\$0.0987	2	803,687	\$74,606.05	\$0.0928
Large Power (Out - w/Dmd & Rct, w/SbCr)	1	205,897	\$25,441.16	543	\$0.1236	\$0.1148	1	240,146	\$27,868.53	\$0.1160
Large Power (In - w/Dmd & Rct, w/SbCr)	2	57,722	\$15,130.12	606	\$0.2621	\$0.1288	2	82,660	\$15,174.53	\$0.1835
Total Large Power	19	3,026,489	\$353,683.92	7,151	\$0.1169	\$0.1028	19	3,077,798	\$315,586.10	\$0.1025
Industrial (In - w/Dmd & Rct, w/SbCr)	1	796,040	\$83,301.23	1539	\$0.1046	\$0.0956	1	790,870	\$72,402.01	\$0.0915
Industrial (In - w/Dmd & Rct, No/SbCr)	1	1,011,239	\$101,668.59	1664	\$0.1005	\$0.0930	1	904,926	\$82,267.30	\$0.0909
Total Industrial	2	1,807,279	\$184,969.82	3,203	\$0.1023	\$0.0942	2	1,695,796	\$154,669.31	\$0.0912
Interdepartmental (In - No Dmd)	9	23,498	\$3,423.53	106	\$0.1457	\$0.1288	9	26,545	\$3,543.53	\$0.1335
Interdepartmental (Out - w/Dmd)	2	976	\$162.59	0	\$0.1666	\$0.1621	2	767	\$122.09	\$0.1592
Interdepartmental (In - w/Dmd)	26	20,950	\$3,286.85	0	\$0.1569	\$0.1397	27	21,646	\$3,091.40	\$0.1428
Interdepartmental (3Ph-In - w/Dmd)	12	145,376	\$20,782.88	687	\$0.1430	\$0.1273	11	156,577	\$19,216.88	\$0.1227
Interdepartmental (Street Lights)	6	30,685	\$2,963.94	0	\$0.0966	\$0.0965	6	30,685	\$2,967.81	\$0.0967
Interdepartmental (Traffic Signals)	8	1,225	\$113.25	0	\$0.0924	\$0.0925	8	1,164	\$107.63	\$0.0925
Generators (JV2 Power Cost Only)	1	14,006	\$1,080.42	29	\$0.0771	\$0.0000	1	10,541	\$293.25	\$0.0278
Generators (JV5 Power Cost Only)	0	0	\$0.00	0	\$0.0000	\$0.0000	0	0	\$0.00	\$0.0000
Total Interdepartmental	64	236,716	\$31,813.46	822	\$0.1344	\$0.1222	64	247,925	\$29,342.59	\$0.1184
SUB-TOTAL CONSUMPTION & DEMAND	6,056	11,411,997	\$1,452,297.85	22,050	\$0.1273	\$0.1157	6,014	12,857,775	\$1,457,498.06	\$0.1134
Street Lights (In)	13	0	\$13.76	0	\$0.0000	\$0.0000	13	0	\$13.75	\$0.0000
Street Lights (Out)	2	0	\$1.92	0	\$0.0000	\$0.0000	2	0	\$1.91	\$0.0000
Total Street Light Only	15	0	\$15.68	0	\$0.0000	\$0.0000	15	0	\$15.66	\$0.0000
TOTAL CONSUMPTION & DEMAND	6,071	11,411,997	\$1,452,313.53	22,050	\$0.1273	\$0.1157	6,029	12,857,775	\$1,457,513.72	\$0.1134

BILLING SUMMARY AND																
2022 - AUGUST BILLING WITH JUNE 21																
Class and/or Schedule	Sep-21 # of Bills	Sep-21 (kWh Usage)	Sep-21 Billed	Cost / kWh For Month	Oct-21 # of Bills	Oct-21 (kWh Usage)	Oct-21 Billed	Cost / kWh For Month	Nov-21 # of Bills	Nov-21 (kWh Usage)	Nov-21 Billed	Cost / kWh For Month	Dec-21 # of Bills	Dec-21 (kWh Usage)	Dec-21 Billed	Cost / kWh For Month
Residential (Dom-In)	3,435	3,202,763	\$362,224.37	\$0.1131	3,440	3,426,619	\$379,578.88	\$0.1108	3,428	2,082,463	\$244,434.73	\$0.1174	3,427	1,869,765	\$231,933.25	\$0.1240
Residential (Dom-In) w/Ecosmart	6	5,560	\$629.08	\$0.1131	6	4,969	\$556.55	\$0.1120	6	2,745	\$331.08	\$0.1206	6	2,289	\$294.75	\$0.1288
Residential (Dom-In - All Electric)	623	490,182	\$56,024.43	\$0.1143	638	520,028	\$58,304.14	\$0.1121	639	358,136	\$42,334.53	\$0.1182	654	421,249	\$51,540.91	\$0.1224
Res. (Dom-In - All Elec.) w/Ecosmart	1	860	\$97.74	\$0.1137	1	1,131	\$124.48	\$0.1101	1	630	\$73.72	\$0.1170	1	625	\$76.67	\$0.1227
Total Residential (Domestic)	4,065	3,699,365	\$418,975.62	\$0.1133	4,085	3,952,747	\$438,564.05	\$0.1110	4,074	2,443,974	\$287,174.06	\$0.1175	4,088	2,293,928	\$283,845.58	\$0.1237
Residential (Rural-Out)	811	929,322	\$111,598.22	\$0.1201	811	957,340	\$112,889.19	\$0.1179	811	661,597	\$82,346.83	\$0.1245	808	692,541	\$89,633.45	\$0.1294
Residential (Rural-Out) w/Ecosmart	4	4,055	\$491.58	\$0.1212	4	4,271	\$507.44	\$0.1188	4	2,808	\$355.05	\$0.1264	4	2,934	\$385.49	\$0.1314
Residential (Rural-Out - All Electric)	358	443,696	\$52,989.86	\$0.1194	357	453,829	\$53,242.02	\$0.1173	357	324,351	\$39,965.13	\$0.1232	358	364,023	\$46,444.38	\$0.1276
Res. (Rural-Out - All Electric) w/Ecosmart	2	1,448	\$181.25	\$0.1252	2	1,594	\$194.47	\$0.1220	2	1,094	\$142.74	\$0.1305	2	1,871	\$240.31	\$0.1284
Residential (Rural-Out w/Dmd)	15	13,327	\$1,632.48	\$0.1225	15	18,047	\$2,122.45	\$0.1176	15	13,468	\$1,659.83	\$0.1232	15	65,202	\$7,796.69	\$0.1196
Residential (Rural-Out - All Electric w/Dm)	9	8,092	\$990.83	\$0.1224	9	8,649	\$1,036.14	\$0.1198	9	6,958	\$870.52	\$0.1251	9	10,857	\$1,367.21	\$0.1259
Total Residential (Rural)	1,199	1,399,940	\$167,884.22	\$0.1199	1,198	1,443,730	\$169,991.71	\$0.1177	1,198	1,010,276	\$125,340.10	\$0.1241	1,196	1,137,428	\$145,867.53	\$0.1282
Commercial (1 Ph-In - No Dmd)	80	37,671	\$5,653.39	\$0.1501	82	40,309	\$5,928.37	\$0.1471	81	32,942	\$5,104.41	\$0.1550	79	34,894	\$5,518.13	\$0.1581
Commercial (1 Ph-Out - No Dmd)	50	12,727	\$2,184.53	\$0.1716	50	9,829	\$1,805.45	\$0.1837	50	9,111	\$1,742.52	\$0.1913	50	11,215	\$2,068.29	\$0.1844
Total Commercial (1 Ph) No Dmd	130	50,398	\$7,837.92	\$0.1555	132	50,138	\$7,733.82	\$0.1543	131	42,053	\$6,846.93	\$0.1628	129	46,109	\$7,586.42	\$0.1645
Commercial (1 Ph-In - w/Demand)	260	406,475	\$54,614.57	\$0.1344	262	417,912	\$56,178.73	\$0.1344	259	296,064	\$42,857.99	\$0.1441	258	255,321	\$39,279.78	\$0.1538
Commercial (1 Ph-Out - w/Demand)	24	46,180	\$5,977.45	\$0.1294	24	49,953	\$6,359.28	\$0.1273	24	41,944	\$5,519.26	\$0.1316	24	38,177	\$5,312.26	\$0.1391
Total Commercial (1 Ph) w/Demand	284	452,655	\$60,592.02	\$0.1339	286	467,865	\$62,538.01	\$0.1337	283	338,008	\$48,377.25	\$0.1425	282	293,498	\$44,592.04	\$0.1519
Commercial (3 Ph-Out - No Dmd)	2	40	\$40.98	\$1.0245	2	80	\$45.80	\$0.5725	2	40	\$41.02	\$1.0255	2	40	\$41.24	\$1.0310
Total Commercial (3 Ph) No Dmd	2	40	\$40.98	\$1.0245	2	80	\$45.80	\$0.5725	2	40	\$41.02	\$1.0255	2	40	\$41.24	\$1.0310
Commercial (3 Ph-In - w/Demand)	218	2,130,527	\$260,195.30	\$0.1221	218	2,293,385	\$276,265.22	\$0.1205	218	2,063,203	\$255,918.30	\$0.1240	217	1,721,749	\$225,471.25	\$0.1310
Commercial (3 Ph-Out - w/Demand)	37	328,934	\$40,447.25	\$0.1230	37	321,245	\$39,639.12	\$0.1234	37	315,992	\$40,513.47	\$0.1282	37	433,544	\$55,170.21	\$0.1273
Commercial (3 Ph-Out - w/Dmd.&Sub-St.)	3	92,080	\$10,764.23	\$0.1169	3	100,560	\$11,534.40	\$0.1147	3	89,200	\$10,559.76	\$0.1184	3	82,560	\$10,124.48	\$0.1226
Commercial (3 Ph-In - w/Demand, No Tar.)	1	7,960	\$950.35	\$0.1194	1	9,360	\$1,063.36	\$0.1136	1	7,960	\$943.24	\$0.1185	1	2,560	\$396.92	\$0.1550
Commercial (3 Ph-In - w/Dmd.&Sub-St.C)	1	156,000	\$17,173.72	\$0.1101	1	151,680	\$16,451.29	\$0.1085	1	147,360	\$16,373.03	\$0.1111	1	143,040	\$16,632.64	\$0.1163
Total Commercial (3 Ph) w/Demand	260	2,715,501	\$329,530.85	\$0.1214	260	2,876,230	\$344,953.39	\$0.1199	260	2,623,715	\$324,307.80	\$0.1236	259	2,383,453	\$307,795.48	\$0.1291
Large Power (In - w/Dmd & Rct)	14	2,212,511	\$205,795.02	\$0.0930	14	2,142,186	\$197,491.72	\$0.0922	14	2,079,714	\$196,908.13	\$0.0947	14	1,985,158	\$196,046.77	\$0.0988
Large Power (In - w/Dmd & Rct, w/SbCr)	2	892,886	\$83,088.25	\$0.0931	2	914,654	\$83,112.77	\$0.0909	2	905,112	\$81,990.05	\$0.0906	2	964,979	\$92,554.03	\$0.0959
Large Power (Out - w/Dmd & Rct, w/SbCr)	1	208,862	\$23,337.71	\$0.1117	1	166,078	\$20,122.90	\$0.1219	1	235,381	\$27,414.46	\$0.1165	1	285,706	\$32,979.35	\$0.1154
Large Power (In - w/Dmd & Rct, w/SbCr)	2	82,790	\$14,033.06	\$0.1695	2	82,790	\$13,882.84	\$0.1677	2	93,586	\$12,165.67	\$0.1300	2	100,341	\$9,503.46	\$0.0947
Total Large Power	19	3,397,049	\$326,254.04	\$0.0960	19	3,304,708	\$314,610.23	\$0.0952	19	3,313,793	\$318,478.31	\$0.0961	19	3,336,184	\$331,083.61	\$0.0992
Industrial (In - w/Dmd & Rct, w/SbCr)	1	880,030	\$76,240.76	\$0.0866	1	804,332	\$68,763.45	\$0.0855	1	775,369	\$69,908.02	\$0.0902	1	828,290	\$77,805.37	\$0.0939
Industrial (In - w/Dmd & Rct, No/SbCr)	1	1,018,394	\$88,421.95	\$0.0868	1	1,026,016	\$87,158.85	\$0.0849	1	974,509	\$85,414.74	\$0.0876	1	1,124,441	\$101,900.31	\$0.0906
Total Industrial	2	1,898,424	\$164,662.71	\$0.0867	2	1,830,348	\$155,922.30	\$0.0852	2	1,749,878	\$155,322.76	\$0.0888	2	1,952,731	\$179,705.68	\$0.0920
Interdepartmental (In - No Dmd)	9	27,190	\$3,521.88	\$0.1295	9	26,538	\$3,240.46	\$0.1221	9	21,368	\$2,740.35	\$0.1282	9	22,155	\$2,878.26	\$0.1299
Interdepartmental (Out - w/Dmd)	2	806	\$124.47	\$0.1544	2	891	\$133.35	\$0.1497	2	816	\$126.40	\$0.1549	2	808	\$129.87	\$0.1607
Interdepartmental (In - w/Dmd)	27	25,153	\$3,457.27	\$0.1374	27	24,205	\$3,293.02	\$0.1360	27	19,621	\$2,786.31	\$0.1420	27	46,153	\$6,360.34	\$0.1378
Interdepartmental (3Ph-In - w/Dmd)	11	173,801	\$21,622.51	\$0.1244	11	177,083	\$20,603.61	\$0.1164	11	146,600	\$18,532.87	\$0.1264	11	170,036	\$22,206.29	\$0.1306
Interdepartmental (Street Lights)	6	30,685	\$2,951.66	\$0.0962	6	30,685	\$2,967.81	\$0.0967	6	30,685	\$2,950.80	\$0.0962	6	30,685	\$2,967.93	\$0.0967
Interdepartmental (Traffic Signals)	8	1,251	\$115.69	\$0.0925	8	1,263	\$116.77	\$0.0925	8	1,205	\$111.43	\$0.0925	8	1,322	\$122.23	\$0.0925
Generators (JV2 Power Cost Only)	1	10,595	\$302.28	\$0.0285	1	10,959	\$485.26	\$0.0443	1	14,654	\$560.66	\$0.0383	1	20,335	\$1,191.22	\$0.0586
Generators (JV5 Power Cost Only)	0	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000
Total Interdepartmental	64	269,481	\$32,095.76	\$0.1191	64	271,624	\$30,840.28	\$0.1135	64	234,949	\$27,808.82	\$0.1184	64	291,494	\$35,856.14	\$0.1230
SUB-TOTAL CONSUMPTION & DEMAND	6,025	13,882,853	\$1,507,874.12	\$0.1086	6,048	14,197,470	\$1,525,199.59	\$0.1074	6,033	11,756,686	\$1,293,497.05	\$0.1100	6,041	11,734,865	\$1,336,373.72	\$0.1139
Street Lights (In)	13	0	\$13.75	\$0.0000	13	0	\$13.75	\$0.0000	13	0	\$13.76	\$0.0000	13	0	\$13.91	\$0.0000
Street Lights (Out)	2	0	\$1.92	\$0.0000	2	0	\$1.91	\$0.0000	2	0	\$1.91	\$0.0000	2	0	\$1.91	\$0.0000
Total Street Light Only	15	0	\$15.67	\$0.0000	15	0	\$15.66	\$0.0000	15	0	\$15.67	\$0.0000	15	0	\$15.82	\$0.0000
TOTAL CONSUMPTION & DEMAND	6,040	13,882,853	\$1,507,889.79	\$0.1086	6,063	14,197,470	\$1,525,215.25	\$0.1074	6,048	11,756,686	\$1,293,512.72	\$0.1100	6,056	11,734,865	\$1,336,389.54	\$0.1139

BILLING SUMMARY AN																
2022 - AUGUST BILLING WITH JUNE 21																
	Jan-22	Jan-22	Jan-22	Cost / kWh	Feb-22	Feb-22	Feb-22	Cost / kWh	Mar-22	Mar-22	Mar-22	Cost / kWh	Apr-22	Apr-22	Apr-22	Cost / kWh
Class and/or Schedule	# of Bills	Jan-22 (kWh Usage)	Jan-22 Billed	For Month	# of Bills	Feb-22 (kWh Usage)	Feb-22 Billed	For Month	# of Bills	Mar-22 (kWh Usage)	Mar-22 Billed	For Month	# of Bills	Apr-22 (kWh Usage)	Apr-22 Billed	For Month
Residential (Dom-In)	3,433	2,092,664	\$269,470.14	\$0.1288	3,426	2,370,678	\$295,326.35	\$0.1246	3,437	2,404,340	\$290,833.61	\$0.1210	3,433	2,149,232	\$261,077.25	\$0.1215
Residential (Dom-In) w/Ecosmart	5	2,264	\$299.25	\$0.1322	5	2,352	\$302.61	\$0.1287	5	2,265	\$284.58	\$0.1256	5	2,076	\$262.31	\$0.1264
Residential (Dom-In - All Electric)	653	589,827	\$74,056.45	\$0.1256	653	721,055	\$87,473.42	\$0.1213	647	861,011	\$100,615.41	\$0.1169	653	697,240	\$81,920.90	\$0.1175
Res. (Dom-In - All Elec.) w/Ecosmart	1	581	\$75.10	\$0.1293	1	478	\$61.40	\$0.1285	1	561	\$69.06	\$0.1231	1	546	\$67.10	\$0.1229
Total Residential (Domestic)	4,092	2,685,336	\$343,900.94	\$0.1281	4,085	3,094,563	\$383,163.78	\$0.1238	4,090	3,268,177	\$391,802.66	\$0.1199	4,092	2,849,094	\$343,327.56	\$0.1205
Residential (Rural-Out)	806	764,980	\$102,627.67	\$0.1342	806	909,599	\$117,737.46	\$0.1294	806	972,758	\$121,916.22	\$0.1253	803	791,084	\$100,247.66	\$0.1267
Residential (Rural-Out) w/Ecosmart	4	2,736	\$378.26	\$0.1383	4	3,286	\$436.32	\$0.1328	4	3,460	\$445.19	\$0.1287	4	2,581	\$340.94	\$0.1321
Residential (Rural-Out - All Electric)	358	422,365	\$55,785.97	\$0.1321	359	519,789	\$66,253.24	\$0.1275	360	584,553	\$71,997.58	\$0.1232	358	452,648	\$56,334.15	\$0.1245
Res. (Rural-Out - All Electric) w/Ecosmart	2	2,416	\$318.68	\$0.1319	2	2,912	\$371.23	\$0.1275	2	3,404	\$418.62	\$0.1230	2	2,789	\$345.19	\$0.1238
Residential (Rural-Out w/Dmd)	15	106,601	\$13,279.09	\$0.1246	15	130,055	\$15,755.67	\$0.1211	15	43,783	\$5,263.42	\$0.1202	15	30,180	\$3,661.73	\$0.1213
Residential (Rural-Out - All Electric w/Dm)	9	18,961	\$2,430.13	\$0.1282	9	10,711	\$1,381.26	\$0.1290	9	8,818	\$1,122.58	\$0.1273	8	7,467	\$950.67	\$0.1273
Total Residential (Rural)	1,194	1,318,059	\$174,819.80	\$0.1326	1,195	1,576,352	\$201,935.18	\$0.1281	1,196	1,616,776	\$201,163.61	\$0.1244	1,190	1,286,749	\$161,880.34	\$0.1258
Commercial (1 Ph-In - No Dmd)	79	38,830	\$6,259.94	\$0.1612	78	41,787	\$6,525.38	\$0.1562	78	48,977	\$7,311.83	\$0.1493	78	43,688	\$6,602.63	\$0.1511
Commercial (1 Ph-Out - No Dmd)	50	12,148	\$2,261.20	\$0.1861	50	12,801	\$2,312.59	\$0.1807	50	14,091	\$2,435.58	\$0.1728	50	9,982	\$1,895.58	\$0.1899
Total Commercial (1 Ph) No Dmd	129	50,978	\$8,521.14	\$0.1672	128	54,588	\$8,837.97	\$0.1619	128	63,068	\$9,747.41	\$0.1546	128	53,670	\$8,498.21	\$0.1583
Commercial (1 Ph-In - w/Demand)	263	250,009	\$39,354.03	\$0.1574	262	269,652	\$40,916.05	\$0.1517	261	302,351	\$43,988.27	\$0.1455	263	274,144	\$40,625.98	\$0.1482
Commercial (1 Ph-Out - w/Demand)	24	42,581	\$6,180.88	\$0.1452	24	40,796	\$5,755.90	\$0.1411	24	44,374	\$5,977.07	\$0.1347	24	40,663	\$5,574.18	\$0.1371
Total Commercial (1 Ph) w/Demand	287	292,590	\$45,534.91	\$0.1556	286	310,448	\$46,671.95	\$0.1503	285	346,725	\$49,965.34	\$0.1441	287	314,807	\$46,200.16	\$0.1468
Commercial (3 Ph-Out - No Dmd)	2	11,840	\$1,651.26	\$0.1395	2	16,120	\$2,185.83	\$0.1356	2	1,840	\$275.57	\$0.1498	2	600	\$113.82	\$0.1897
Total Commercial (3 Ph) No Dmd	2	11,840	\$1,651.26	\$0.1395	2	16,120	\$2,185.83	\$0.1356	2	1,840	\$275.57	\$0.1498	2	600	\$113.82	\$0.1897
Commercial (3 Ph-In - w/Demand)	218	1,607,951	\$219,724.02	\$0.1366	218	1,660,780	\$220,105.95	\$0.1325	218	1,762,076	\$225,778.00	\$0.1281	218	1,644,391	\$211,650.33	\$0.1287
Commercial (3 Ph-Out - w/Demand)	37	404,346	\$54,006.94	\$0.1336	37	289,726	\$38,769.83	\$0.1338	36	328,071	\$42,282.49	\$0.1289	36	277,135	\$35,930.39	\$0.1296
Commercial (3 Ph-Out - w/Dmd.&Sub-St.)	3	80,000	\$10,309.19	\$0.1289	3	95,760	\$11,961.34	\$0.1249	3	113,520	\$13,653.89	\$0.1203	3	106,880	\$12,986.52	\$0.1215
Commercial (3 Ph-In - w/Demand, No Td)	1	1,240	\$178.35	\$0.1438	1	1,320	\$181.10	\$0.1372	1	1,360	\$180.58	\$0.1328	1	1,360	\$179.72	\$0.1321
Commercial (3 Ph-In - w/Dmd.&Sub-St.C)	1	136,320	\$16,651.13	\$0.1221	1	121,440	\$14,637.81	\$0.1205	1	121,920	\$14,265.49	\$0.1170	1	105,600	\$12,435.41	\$0.1178
Total Commercial (3 Ph) w/Demand	260	2,229,857	\$300,869.63	\$0.1349	260	2,169,026	\$285,656.03	\$0.1317	259	2,326,947	\$296,160.45	\$0.1273	259	2,135,366	\$273,182.37	\$0.1279
Large Power (In - w/Dmd & Rct)	14	1,817,810	\$194,183.93	\$0.1068	14	1,692,314	\$182,005.92	\$0.1075	14	1,957,121	\$191,916.55	\$0.0981	14	1,777,337	\$181,549.78	\$0.1021
Large Power (In - w/Dmd & Rct, w/SbCr)	2	928,978	\$95,194.13	\$0.1025	2	859,065	\$86,069.60	\$0.1002	2	930,878	\$91,181.64	\$0.0980	2	742,000	\$74,554.88	\$0.1005
Large Power (Out - w/Dmd & Rct, w/SbCr)	1	254,207	\$30,929.19	\$0.1217	1	241,403	\$27,510.53	\$0.1140	1	253,801	\$27,258.51	\$0.1074	1	236,376	\$25,171.28	\$0.1065
Large Power (In - w/Dmd & Rct, w/SbCr)	2	91,430	\$9,498.37	\$0.1039	2	150,230	\$5,848.96	\$0.0389	2	73,370	\$6,538.16	\$0.0891	2	90,243	\$10,998.18	\$0.1219
Total Large Power	19	3,092,425	\$329,805.62	\$0.1066	19	2,943,012	\$301,435.01	\$0.1024	19	3,215,170	\$316,894.86	\$0.0986	19	2,845,956	\$292,274.12	\$0.1027
Industrial (In - w/Dmd & Rct, w/SbCr)	1	774,707	\$79,348.60	\$0.1024	1	704,007	\$71,887.25	\$0.1021	1	911,662	\$85,067.15	\$0.0933	1	748,422	\$72,166.79	\$0.0964
Industrial (In - w/Dmd & Rct, No/SbCr)	1	1,029,537	\$101,097.69	\$0.0982	1	944,746	\$90,674.81	\$0.0960	1	1,034,091	\$92,499.48	\$0.0895	1	868,416	\$80,783.52	\$0.0930
Total Industrial	2	1,804,244	\$180,446.29	\$0.1000	2	1,648,753	\$162,562.06	\$0.0986	2	1,945,753	\$177,566.63	\$0.0913	2	1,616,838	\$152,950.31	\$0.0946
Interdepartmental (In - No Dmd)	10	28,201	\$3,752.72	\$0.1331	9	40,165	\$5,012.69	\$0.1248	9	45,168	\$5,386.87	\$0.1193	9	35,804	\$4,350.94	\$0.1215
Interdepartmental (Out - w/Dmd)	2	696	\$119.31	\$0.1714	2	733	\$122.15	\$0.1666	2	763	\$123.50	\$0.1619	2	680	\$109.75	\$0.1663
Interdepartmental (In - w/Dmd)	28	55,273	\$7,885.43	\$0.1427	28	74,754	\$10,313.92	\$0.1380	28	87,712	\$11,733.07	\$0.1338	27	54,317	\$7,361.22	\$0.1355
Interdepartmental (3Ph-In - w/Dmd)	12	182,778	\$23,879.10	\$0.1306	12	209,220	\$26,131.56	\$0.1249	12	229,937	\$27,788.50	\$0.1209	12	180,122	\$22,610.67	\$0.1255
Interdepartmental (Street Lights)	6	30,685	\$2,961.57	\$0.0965	6	30,685	\$2,963.94	\$0.0966	6	30,685	\$2,964.71	\$0.0966	6	30,685	\$2,961.57	\$0.0965
Interdepartmental (Traffic Signals)	8	1,131	\$104.59	\$0.0925	8	1,249	\$115.51	\$0.0925	8	1,281	\$118.44	\$0.0925	8	1,114	\$103.02	\$0.0925
Generators (JV2 Power Cost Only)	1	12,411	\$768.99	\$0.0620	1	21,411	\$762.66	\$0.0356	1	25,992	\$888.15	\$0.0342	1	18,816	\$695.06	\$0.0369
Generators (JV5 Power Cost Only)	0	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000
Total Interdepartmental	67	311,175	\$39,471.71	\$0.1268	66	378,217	\$45,422.43	\$0.1201	66	421,538	\$49,003.24	\$0.1162	65	321,518	\$38,192.23	\$0.1188
SUB-TOTAL CONSUMPTION & DEMAND	6,052	11,796,504	\$1,425,021.30	\$0.1208	6,043	12,191,079	\$1,437,870.24	\$0.1179	6,047	13,205,994	\$1,492,579.77	\$0.1130	6,044	11,424,598	\$1,316,619.12	\$0.1152
Street Lights (In)	13	0	\$13.76	\$0.0000	13	0	\$13.75	\$0.0000	14	0	\$14.29	\$0.0000	13	0	\$13.76	\$0.0000
Street Lights (Out)	2	0	\$1.92	\$0.0000	2	0	\$1.91	\$0.0000	2	0	\$1.91	\$0.0000	2	0	\$1.91	\$0.0000
Total Street Light Only	15	0	\$15.68	\$0.0000	15	0	\$15.66	\$0.0000	16	0	\$16.20	\$0.0000	15	0	\$15.67	\$0.0000
TOTAL CONSUMPTION & DEMAND	6,067	11,796,504	\$1,425,036.98	\$0.1208	6,058	12,191,079	\$1,437,885.90	\$0.1179	6,063	13,205,994	\$1,492,595.97	\$0.1130	6,059	11,424,598	\$1,316,634.79	\$0.1152

BILLING SUMMARY AN

2022 - AUGUST BILLING WITH JUNE 21

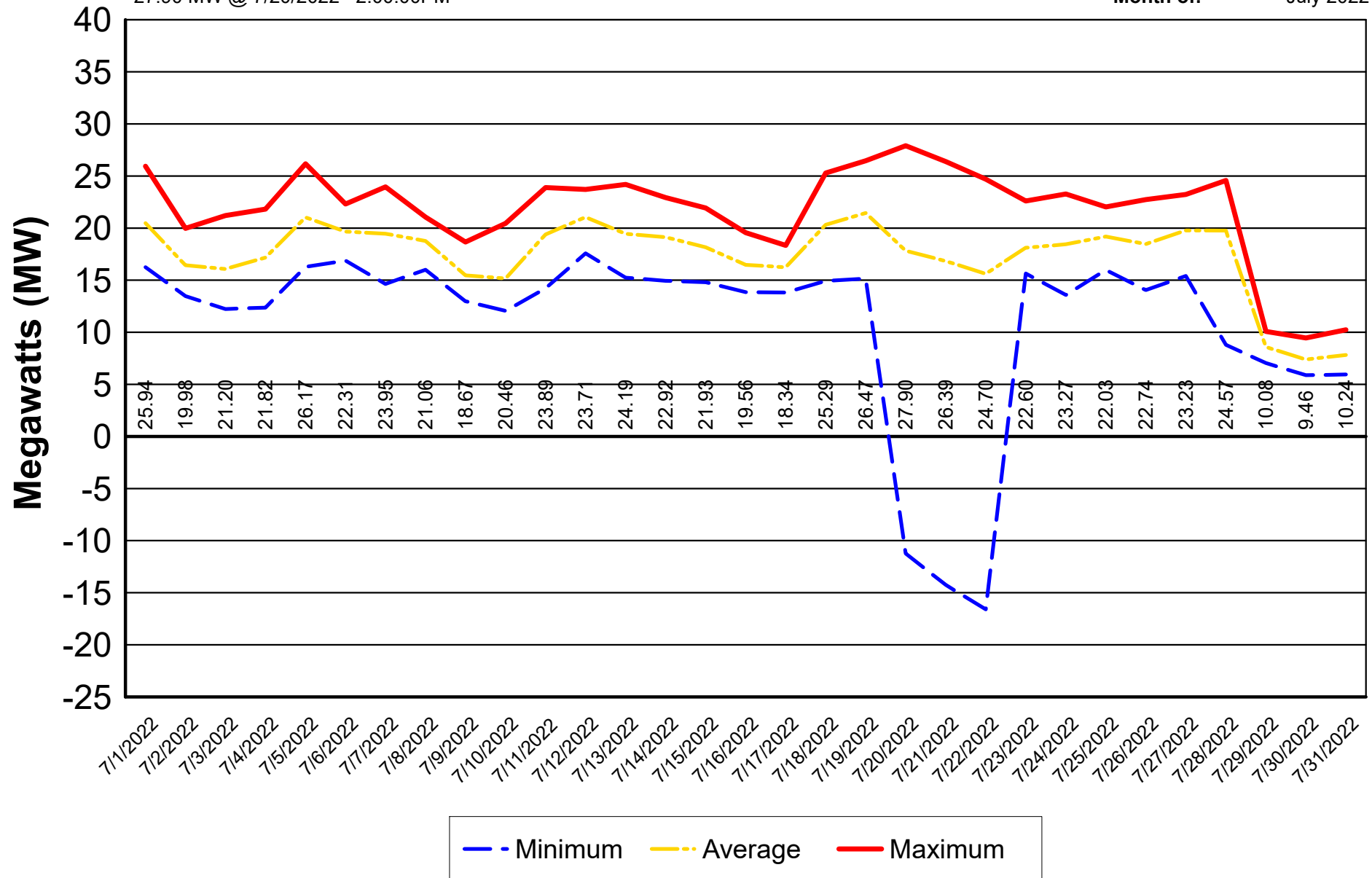
Class and/or Schedule	# of Bills	May-22 (kWh Usage)	May-22 Billed	Cost / kWh For Month	# of Bills	Jun-22 (kWh Usage)	Jun-22 Billed	Cost / kWh For Month	# of Bills	Jul-22 (kWh Usage)	Jul-22 Billed	TOTAL KWH USAGE PRIOR 12 MO	TOTAL BILLING PRIOR 12 MO	Avg.Cost Per kWh For Period	Avg.Num. of Bills For Period	Avg.Per.% of Bills For Period
Residential (Dom-In)	3,436	1,834,634	\$239,521.63	\$0.1306	3,433	1,808,656	\$238,049.09	\$0.1318	3,438	2,249,960	\$299,713.95	28,621,232	\$3,476,826.03	\$0.1215	3,433	56.6704%
Residential (Dom-In) w/Ecosmart	5	2,259	\$299.57	\$0.1326	5	2,551	\$337.14	\$0.1322	5	3,382	\$449.50	37,276	\$4,583.94	\$0.1230	5	0.0894%
Residential (Dom-In - All Electric)	655	527,792	\$66,908.18	\$0.1268	650	431,573	\$55,866.75	\$0.1294	648	408,532	\$54,562.63	6,515,088	\$787,057.21	\$0.1208	645	10.6511%
Res. Dom-In - All Elec. w/Ecosmart	1	442	\$58.75	\$0.1329	1	503	\$66.56	\$0.1323	1	749	\$98.91	8,064	\$980.76	\$0.1216	1	0.0165%
Total Residential (Domestic)	4,097	2,365,027	\$306,788.13	\$0.1297	4,089	2,241,283	\$294,319.54	\$0.1313	4,092	2,662,623	\$354,824.99	35,181,660	\$4,269,447.94	\$0.1214	4,084	67.4275%
Residential (Rural-Out)	804	720,415	\$97,386.42	\$0.1352	808	631,405	\$87,084.41	\$0.1379	809	733,834	\$102,567.59	9,642,913	\$1,234,712.96	\$0.1280	808	13.3311%
Residential (Rural-Out) w/Ecosmart	4	2,481	\$347.72	\$0.1402	4	2,343	\$333.14	\$0.1422	4	3,696	\$515.81	38,326	\$4,998.08	\$0.1304	4	0.0660%
Residential (Rural-Out - All Electric)	359	400,926	\$53,308.52	\$0.1330	359	332,487	\$45,190.01	\$0.1359	359	340,203	\$47,390.26	5,064,770	\$641,282.06	\$0.1266	358	5.9158%
Res. (Rural-Out - All Electric) w/Ecosmar	2	2,399	\$317.55	\$0.1324	2	1,813	\$246.83	\$0.1361	2	1,452	\$206.91	24,616	\$3,166.97	\$0.1287	2	0.0330%
Residential (Rural-Out w/Dmd)	15	24,852	\$3,227.32	\$0.1299	15	23,411	\$3,074.09	\$0.1313	15	15,053	\$2,086.95	496,777	\$61,175.82	\$0.1231	15	0.2476%
Residential (Rural-Out - All Electric w/Dm)	8	6,841	\$928.51	\$0.1357	8	6,210	\$856.92	\$0.1380	8	6,944	\$973.93	109,078	\$13,980.48	\$0.1282	9	0.1431%
Total Residential (Rural)	1,192	1,157,914	\$155,516.04	\$0.1343	1,196	997,669	\$136,785.40	\$0.1371	1,197	1,101,182	\$153,741.45	15,376,480	\$1,959,316.37	\$0.1274	1,196	19.7367%
Commercial (1 Ph-In - No Dmd)	78	38,229	\$6,180.82	\$0.1617	79	36,648	\$6,016.00	\$0.1642	80	37,789	\$6,322.69	469,831	\$73,212.58	\$0.1558	79	1.3056%
Commercial (1 Ph-Out - No Dmd)	50	9,241	\$1,868.06	\$0.2021	51	8,619	\$1,804.19	\$0.2093	51	9,071	\$1,899.47	128,185	\$24,072.28	\$0.1878	50	0.8282%
Total Commercial (1 Ph) No Dmd	128	47,470	\$8,048.88	\$0.1696	130	45,267	\$7,820.19	\$0.1728	131	46,860	\$8,222.16	598,016	\$97,284.86	\$0.1627	129	2.1338%
Commercial (1 Ph-In - w/Demand)	264	282,496	\$43,577.76	\$0.1543	262	240,391	\$38,973.69	\$0.1621	263	270,155	\$45,378.36	3,591,061	\$532,690.30	\$0.1483	261	4.3144%
Commercial (1 Ph-Out - w/Demand)	24	43,043	\$6,169.53	\$0.1433	24	40,669	\$5,907.11	\$0.1452	24	43,013	\$6,467.00	511,342	\$70,594.80	\$0.1381	24	0.3962%
Total Commercial (1 Ph) w/Demand	288	325,539	\$49,747.29	\$0.1528	286	281,060	\$44,880.80	\$0.1597	287	313,168	\$51,845.36	4,102,403	\$603,285.10	\$0.1471	285	4.7106%
Commercial (3 Ph-Out - No Dmd)	2	120	\$52.46	\$0.4372	2	120	\$52.59	\$0.4383	2	80	\$47.35	30,960	\$4,589.03	\$0.1482	2	0.0330%
Total Commercial (3 Ph) No Dmd	2	120	\$52.46	\$0.4372	2	120	\$52.59	\$0.4383	2	80	\$47.35	30,960	\$4,589.03	\$0.1482	2	0.0330%
Commercial (3 Ph-In - w/Demand)	218	1,550,181	\$212,017.03	\$0.1368	222	1,580,830	\$219,923.61	\$0.1391	221	1,707,063	\$243,057.13	21,698,852	\$2,819,500.99	\$0.1299	219	3.6072%
Commercial (3 Ph-Out - w/Demand)	36	243,247	\$33,867.29	\$0.1392	36	219,875	\$31,534.61	\$0.1434	36	247,617	\$35,893.72	3,671,267	\$482,436.16	\$0.1314	37	0.6040%
Commercial (3 Ph-Out - w/Dmd.&Sub-St.)	3	129,720	\$16,389.96	\$0.1263	3	144,360	\$18,468.72	\$0.1279	3	127,640	\$16,816.73	1,242,960	\$153,371.62	\$0.1234	3	0.0495%
Commercial (3 Ph-In - w/Demand, No Ta)	1	1,200	\$173.72	\$0.1448	1	1,360	\$193.85	\$0.1425	1	1,840	\$343.70	43,800	\$5,635.20	\$0.1287	1	0.0165%
Commercial (3 Ph-In - w/Dmd.&Sub-STC)	1	126,720	\$15,579.47	\$0.1229	1	120,000	\$14,879.25	\$0.1240	1	133,440	\$17,038.06	1,605,120	\$188,272.03	\$0.1173	1	0.0165%
Total Commercial (3 Ph) w/Demand	259	2,051,068	\$278,027.47	\$0.1356	263	2,066,425	\$285,000.04	\$0.1379	262	2,217,600	\$313,149.34	28,261,999	\$3,649,216.00	\$0.1291	260	4.2938%
Large Power (In - w/Dmd & Rct)	14	1,749,970	\$192,161.06	\$0.1098	14	1,938,738	\$212,555.38	\$0.1096	14	1,999,569	\$228,072.04	23,303,713	\$2,376,623.29	\$0.1020	14	0.2311%
Large Power (In - w/Dmd & Rct, w/SbCr)	2	739,657	\$78,271.01	\$0.1058	2	786,399	\$84,299.90	\$0.1072	2	763,301	\$85,040.60	10,231,596	\$1,009,562.91	\$0.0987	2	0.0330%
Large Power (Out - w/Dmd & Rct, w/SbCr)	1	223,885	\$25,192.07	\$0.1125	1	229,664	\$25,837.83	\$0.1125	1	205,897	\$25,441.16	2,780,406	\$319,063.52	\$0.1148	1	0.0165%
Large Power (In - w/Dmd & Rct, w/SbCr)	2	102,188	\$10,214.52	\$0.1000	2	78,460	\$16,879.00	\$0.2151	2	57,722	\$15,130.12	1,085,830	\$139,866.87	\$0.1288	2	0.0330%
Total Large Power	19	2,815,700	\$305,838.66	\$0.1086	19	3,033,261	\$339,572.11	\$0.1119	19	3,026,489	\$353,683.92	37,401,545	\$3,845,516.59	\$0.1028	19	0.3137%
Industrial (In - w/Dmd & Rct, w/SbCr)	1	804,792	\$82,342.20	\$0.1023	1	793,964	\$80,161.24	\$0.1010	1	796,040	\$83,301.23	9,612,485	\$919,394.07	\$0.0956	1	0.0165%
Industrial (In - w/Dmd & Rct, No/SbCr)	1	992,604	\$97,689.52	\$0.0984	1	992,761	\$98,609.45	\$0.0993	1	1,011,239	\$101,668.59	11,921,680	\$1,108,186.21	\$0.0930	1	0.0165%
Total Industrial	2	1,797,396	\$180,031.72	\$0.1002	2	1,786,725	\$178,770.69	\$0.1001	2	1,807,279	\$184,969.82	21,534,165	\$2,027,580.28	\$0.0942	2	0.0330%
Interdepartmental (In - No Dmd)	9	29,348	\$3,908.78	\$0.1332	9	23,402	\$3,223.79	\$0.1378	9	23,498	\$3,423.53	349,382	\$44,983.80	\$0.1288	9	0.1500%
Interdepartmental (Out - w/Dmd)	2	692	\$119.04	\$0.1720	2	878	\$145.49	\$0.1657	2	976	\$162.59	9,486	\$1,538.01	\$0.1621	2	0.0330%
Interdepartmental (In - w/Dmd)	27	47,744	\$6,866.48	\$0.1438	26	27,787	\$4,154.89	\$0.1495	26	20,950	\$3,286.85	505,315	\$70,590.20	\$0.1397	27	0.4471%
Interdepartmental (3Ph-In - w/Dmd)	12	191,038	\$25,070.61	\$0.1312	12	153,252	\$20,915.68	\$0.1365	12	145,376	\$20,782.88	2,115,820	\$269,361.16	\$0.1273	12	0.1912%
Interdepartmental (Street Lights)	6	30,685	\$2,950.80	\$0.0962	6	30,685	\$2,971.73	\$0.0968	6	30,685	\$2,963.94	368,220	\$35,544.27	\$0.0965	6	0.0991%
Interdepartmental (Traffic Signals)	8	1,182	\$109.31	\$0.0925	8	1,185	\$109.56	\$0.0925	8	1,225	\$113.25	14,572	\$1,347.43	\$0.0925	8	0.1321%
Generators (JV2 Power Cost Only)	1	19,242	\$3,303.66	\$0.1717	1	14,879	\$1,098.67	\$0.0738	1	14,006	\$1,080.42	193,841	\$11,430.28	\$0.0590	1	0.0165%
Generators (JV5 Power Cost Only)	0	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000	0	0	\$0.00	0	\$0.00	\$0.0000	0	0.0000%
Total Interdepartmental	65	319,931	\$42,328.68	\$0.1323	64	252,068	\$32,619.81	\$0.1294	64	236,716	\$31,813.46	3,556,636	\$434,795.15	\$0.1222	65	1.0690%
SUB-TOTAL CONSUMPTION & DEMAND	6,052	10,880,165	\$1,326,379.33	\$0.1219	6,051	10,703,878	\$1,319,821.17	\$0.1233	6,056	11,411,997	\$1,452,297.85	146,043,864	\$16,891,031.32	\$0.1157	6,042	99.7510%
Street Lights (In)	13	0	\$13.76	\$0.0000	13	0	\$13.76	\$0.0000	13	0	\$13.76	0	\$165.76	\$0.0000	13	0.2160%
Street Lights (Out)	2	0	\$1.91	\$0.0000	2	0	\$1.92	\$0.0000	2	0	\$1.92	0	\$22.96	\$0.0000	2	0.0330%
Total Street Light Only	15	0	\$15.67	\$0.0000	15	0	\$15.68	\$0.0000	15	0	\$15.68	0	\$188.72	\$0.0000	15	0.2490%
TOTAL CONSUMPTION & DEMAND	6,067	10,880,165	\$1,326,395.00	\$0.1219	6,066	10,703,878	\$1,319,836.85	\$0.1233	6,071	11,411,997	\$1,452,313.53	146,043,864	\$16,891,220.04	\$0.1157	6,057	100.0000%

Napoleon Power & Light

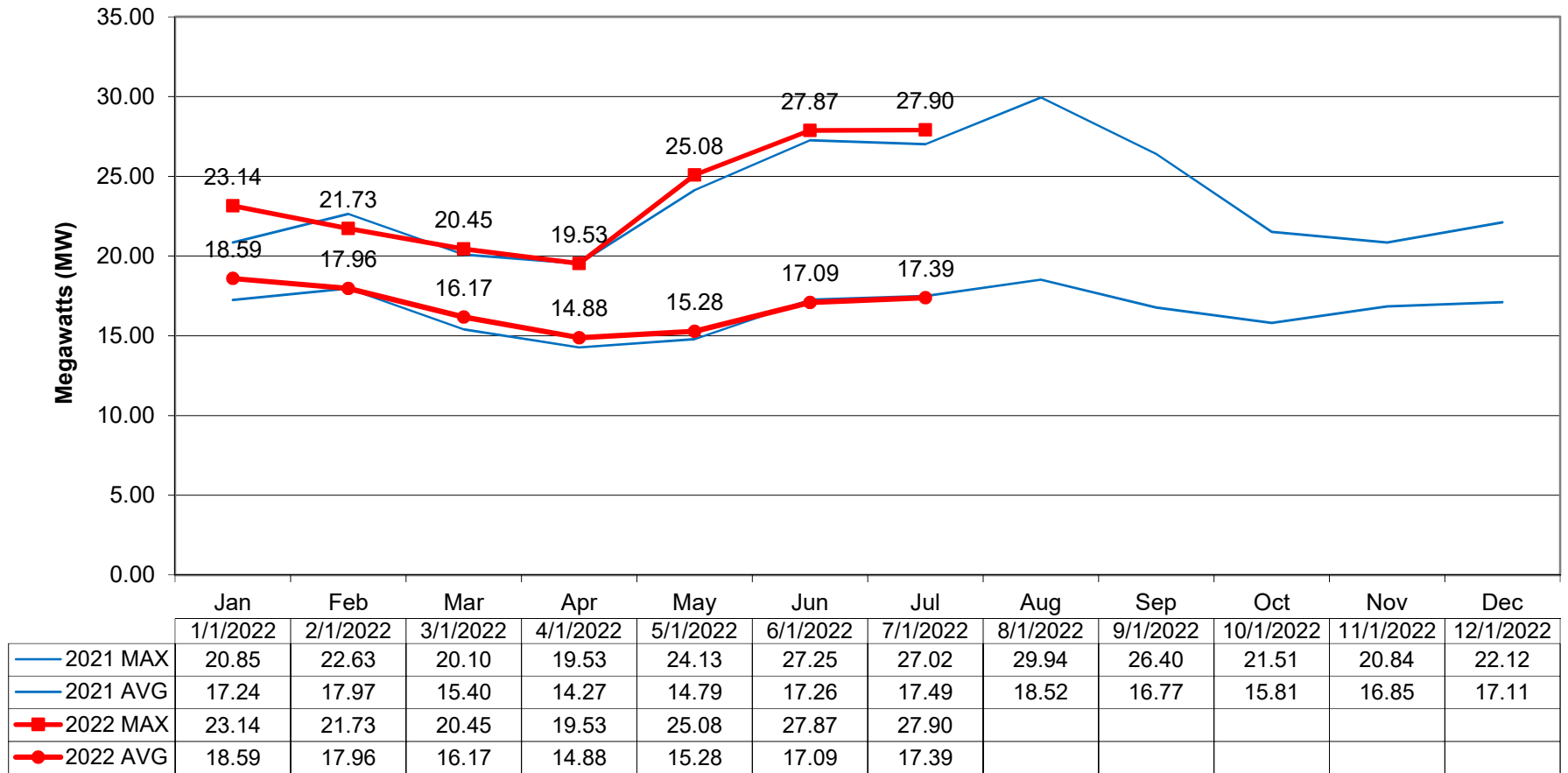
System Load

Peak Load:
27.90 MW @ 7/20/2022 2:00:00PM

Month of: July 2022



NAPOLEON POWER & LIGHT



— 2021 MAX — 2021 AVG —● 2022 MAX —● 2022 AVG

PLANNING COMMISSION MEETING MINUTES

Tuesday, August 09, 2022 at 5:00 pm

**PC 22-04 – Subdivision Re-plat of Lot 4 of the Re-plat of Lots 25, 26 and 27
222 East Front Street**

PRESENT:

Commission Members	Tim Barry-Chair, Larry Vocke, Marvin Barlow
City Staff	Kevin Schultheis-Zoning Administrator/Code Enforcement Officer
Others	Brian Koeller-Northwest Signal; Gene Walters
Acting Recorder	Roxanne Dietrich

ABSENT

Commission Members	Suzette Gerken, Jason Maassel
--------------------	-------------------------------

Barry, Chairman of the Planning Commission called the meeting to order at 5:00 pm with a roll call noting a quorum was present.

APPROVAL OF MINUTES

In the absence of any objections or corrections, the May 10, 2022 Planning Commission meeting minutes were approved as presented.

NEW BUSINESS

PC 22-04 – Subdivision Re-plat – 222 West Front Street

Barry read the background on PC 22-04. An application for a Public Hearing has been filed by Gene Walters (Four Walters, LTD.) of 222 East Front Street. The applicant is requesting the approval of a Subdivision Re-plat of Lot 4 of the Re-plat of Lots 25, 26 and 27 of the Original Plat of City of Napoleon, State of Ohio. Parcel Number 410094210640, 0.70 acres situated in the State of Ohio, County of Henry, City of Napoleon being all of Lot 4 of the Re-plat of Lots 25, 26 and 27 of the Original Plat of Napoleon, Township 5 North, Range 6 East, First Principal Meridian as recorded on Slide 360B (reference recorded in the Recorder's Office, Henry County, Ohio). The property is located in a C-1 General Commercial District.

RESEARCH AND FINDINGS

Schultheis presented his research and findings. A subdivision in city permit is for any planned development to be located in a C-1 General Commercial District as per 1145.01(a) Table of Permissible Uses. The scope of the project is proposed re-plat of Lot 410094210640 into new Lot 4A, 0.619 acres and Lot 4B, 0.082 acres Napoleon Township, City of Napoleon, Ohio.

Recommended Conditions: All revisions made to plans by the surveyor of the project must be reviewed by the City Engineer, Chad Lulfs, prior to approval by the Board of Planning Commission and Zoning Administrator, Kevin Schultheis. All recommended reviews have been done and are approved.

DISCUSSION

Barry stated the applicant would like to divide this up so it can be sold. Schultheis explained the old Walter's Body Shop is back here, the apartment complex that is a duplex is off to the west situated in Lot 4B and Mr. Walters is asking to separate that lot. Barry verified he would like to separate the front duplex lot from the back part and will not be doing anything else other than what it is currently being used for. Schultheis replied that is correct. Barry said the front part closest to the road is being sectioned off and there are no issues with access or anything to the apartments and the driveway is considered an easement. Schultheis replied everything is accessible and there is no landlock there.

Motion: Vocke Second: Barlow
to approve PC 22-04 Re-plat of Lot 4 at 222 East Front Street

Roll call vote on the above motion:

Yea-Vocke, Barry, Barlow

Nay-

Yea-3-, Nay-0. Motion Passed.

ADJOURNMENT

Motion: Vocke Second: Barlow
to adjourn the Planning Commission meeting at 5:03 pm

Roll call vote on the above motion:

Yea-Vocke, Barry, Barlow

Nay-

Yea-3-, Nay-0. Motion Passed.

Approved

Tim Barry - Planning Commission Chair



City of Napoleon, Ohio
Kevin Schultheis, Zoning Administrator
Code Enforcement

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

PC-22-04

Subdivision in City

For a Recommended Re-Plat Approval of 222 E. Front St. owned by Gene Walters (Four Walter, LTD).

Location: Re-Plat of Lots 25, 26, & 27 of the Original Plat of City of Napoleon, and State of Ohio. Parcel Number: 410094210640, 0.70 Acres Situated in the State of Ohio, County of Henry, City of Napoleon being all of Lot 4 of the Re-Plat of Lots 25, 26, and 27 of the Original Plat of Napoleon, Township 5 North, range 6 East, First Principal Meridian, recorded on Slide 360B (reference recorded in the Records Office, Henry County, Ohio)

Memorandum

To: Members of the City Planning Commission

From: Kevin Schultheis, Zoning Administrator / Code Enforcement Officer

Subject: Subdivision of plat in the City

Meeting Date: August 9, 2022

Hearing #: PC-22-04

Background:

An application for a public hearing has been filed by Gene Walters (Four Walters, LTD) of 222 E. Front St. The applicant is requesting the approval of a subdivision of a Re-Plat of Lots 25, 26, & 27 of the Original Plat of City of Napoleon, and State of Ohio. Parcel Number: 410094210640, 0.70 Acres Situated in the State of Ohio, County of Henry, City of Napoleon being all of Lot 4 of the Re-Plat of Lots 25, 26, and 27 of the Original Plat of Napoleon, Township 5 North, range 6 East, First Principal Meridian, recorder on Slide 360B (reference recorded in the Records Office, Henry County, Ohio) The owner is requesting lot Parcel: 410094210640 be split into two parcels, one being new lot 4A 0.619 Acres and one being Lot 4B, 0.082 Acres. The request is pursuant to Chapter 1141 of the Codified ordinance of Napoleon, Ohio. The property is located in a C-1 General Commercial District.

Research and Findings:

1. A Subdivision in City Permit is for any planned development to be located in a C-1 General Commercial District as per 1145.01(a) table of permissible uses.
2. Scope of the project: Proposed Re-Plat of lot 410094210640 into new Lot 4A, 0.619 Acres and Lot 4B, 0.082 Acres Napoleon Twp., City of Napoleon (see attached)

Recommended Conditions:

1. All revisions made to plans by the surveyor of the project must be reviewed by the City Engineer, Chad Lulfs prior to approval by the Board of Planning Commission and Zoning Administrator, Kevin Schultheis. All recommended reviews have been done and are approved.

Application for Public Hearing

City of Napoleon, Ohio

I/We hereby request a public hearing to consider the following:

Planning Commission

(MZON 100.1700.46690)

___ Conditional Use

\$125.00

___ Amendment

\$125.00

☒ Subdivision in City

\$75.00 + \$5.00 each, after two

___ Preliminary Plat of Development

\$125.00

___ Alley Vacation

\$25.00 + publication cost

Preservation Commission

(MZON 100.1700.46690)

___ Certificate of Appropriateness

\$25.00

Board of Zoning Appeals

(MZON 100.1700.46690)

___ Certificate of Zoning

\$25.00

___ Re-Zoning

\$125.00

___ Variance

\$125.00

___ Administrative Appeal

\$50.00

Address of property: 222 East Front Street, Napoleon, Oh. O

Description of request:

Replat of Lot 4 of the Re-Plat of Lots 25, 26, & 27
of the Original Plat of Napoleon

Gene Walters Jr

OWNER(S) NAME (PRINT)

222 East Front Street, Napoleon, Oh. O

ADDRESS- CITY, STATE, ZIP

419-350-1673

PHONE NUMBER

SIGNATURE

***Public hearings are held on the second Tuesday of each month; this petition must be filed with the Zoning Administrator thirty (30) days before the public hearing date. All plans, plats, deeds and other requested information must accompany this application before the hearing will be scheduled. ***

APPLICANT MUST BE AN OWNER OR AN AUTHORIZED REPRESENTATIVE EVIDENCED BY LETTER OF APPOINTMENT.

Gene Walters

APPLICANT NAME (PRINT)

222 East Front Street

ADDRESS

Napoleon Oh. O

CITY, STATE, ZIP

419-350-1673

PHONE

Hearing #: _____ Hearing Date: _____ Zoning District: _____

Office Use Only

Batch #

Check #

Date



Parcel Info: [Parcel Info Web](#)
Property Location: 222 E
Last Sale Date: 5/22/2008
100% Market Value: \$209,700
Mailing Address: NAPOL

Acres: 0.70
Legal Description: LOT 4
26, 27 ORIGINAL PLAT
Volume: 234 Page: 248
Map Number: 05134050
Township: NAPOLEON TWP
Land Value: \$185,270.00
Building Value:
100% Total Value \$209,700

[Zoom to](#)

RE-PLAT OF LOT 4 OF THE
RE-PLAT OF LOTS 25, 26, & 27 OF THE
ORIGINAL PLAT OF NAPOLEON

STATE OF OHIO, COUNTY OF HENRY, CITY OF NAPOLEON,
TOWNSHIP 5 NORTH, RANGE 6 EAST, FIRST PRINCIPAL MERIDIAN
AS RECORDED ON SLIDE 360B AT THE HENRY COUNTY RECORDER'S OFFICE
THE ORIGINAL PLAT OF NAPOLEON IS RECORDED ON SLIDE 1
AT THE HENRY COUNTY ENGINEER'S OFFICE

HENRY COUNTY RECORDER

I, THE HENRY COUNTY RECORDER DO HEREBY CERTIFY THAT THIS PLAT
HAS BEEN RECEIVED FOR RECORD AT _____ O'CLOCK ____ W AND RECORDED ON
SLIDE _____ THIS _____ DAY OF _____, 20____

FEE: _____
HENRY COUNTY RECORDER

HENRY COUNTY AUDITOR

I, THE HENRY COUNTY AUDITOR DO HEREBY CERTIFY THAT THERE ARE NO
UNPAID TAXES ON THE PROPERTY HEREIN DESCRIBED AND CERTIFY THE
SAME FOR TRANSFER.

TRANSFERRED THIS _____ DAY OF _____
HENRY COUNTY AUDITOR

PLANNING COMMISSION CERTIFICATE

UNDER AUTHORITY PROVIDED BY CHAPTER 711 OF THE OHIO REVISED CODE
AND CHAPTER 1105 OF THE NAPOLEON CODE OF ORDINANCES, THIS PLAT IS
HEREBY APPROVED BY THE PLANNING COMMISSION OF THE CITY OF NAPOLEON,
OHIO.

DATE: _____
CHAIRMAN
CLERK OF COUNCIL

CITY COUNCIL CERTIFICATE

UNDER AUTHORITY PROVIDED BY CHAPTER 711 OF THE OHIO REVISED CODE
AND CHAPTER 1105 OF THE NAPOLEON CODE OF ORDINANCES, THIS PLAT IS
HEREBY APPROVED BY THE CITY COUNCIL OF THE CITY OF NAPOLEON,
OHIO.

DATE: _____
MAYOR
CLERK OF COUNCIL

I HEREBY DECLARE THAT THE FOREGOING PLAT
WAS PREPARED FROM AN ACTUAL SURVEY OF THE
PREMISES, THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION,
AND BELIEF, CORRECTLY SHOWS THE LOCATION OF THE BOUNDARIES.

JUSTIN H. NIESE, P.E., P.S.
OHIO REGISTERED SURVEYOR NO. 8727

LINE TABLE		
LINE #	DIRECTION	LENGTH
1	N 64° 12' 02" E	26.94'
2	N 25° 55' 19" W	9.21'
3	S 64° 12' 02" W	8.00'
4	S 25° 55' 19" E	1.21'
5	S 64° 12' 02" W	18.94'
6	S 25° 55' 19" E	8.00'
7	N 55° 37' 07" W	49.10'
8	N 43° 08' 23" W	17.18'
9	N 64° 12' 02" E	8.38'
10	S 43° 08' 23" E	13.81'
11	S 55° 37' 07" E	52.81'
12	S 64° 12' 02" W	9.22'

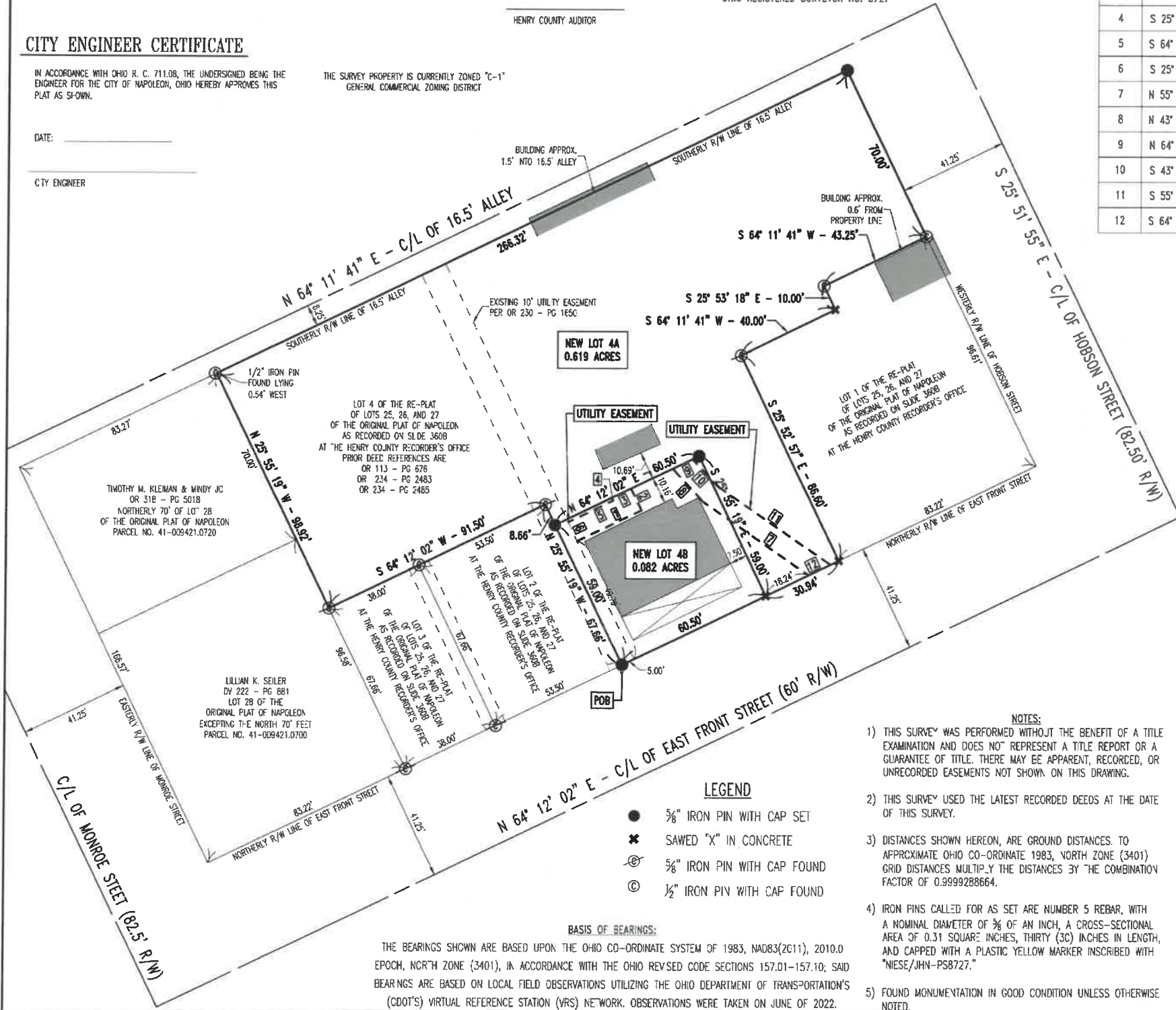
CITY ENGINEER CERTIFICATE

IN ACCORDANCE WITH OHIO R. C. 711.08, THE UNDERSIGNED BEING THE
ENGINEER FOR THE CITY OF NAPOLEON, OHIO HEREBY APPROVES THIS
PLAT AS SHOWN.

DATE: _____

CITY ENGINEER

THE SURVEY PROPERTY IS CURRENTLY ZONED "C-1"
GENERAL COMMERCIAL ZONING DISTRICT



- NOTES:
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE EXAMINATION AND DOES NOT REPRESENT A TITLE REPORT OR A GUARANTEE OF TITLE. THERE MAY BE APPARENT, RECORDED, OR UNRECORDED EASEMENTS NOT SHOWN ON THIS DRAWING.
 - THIS SURVEY USED THE LATEST RECORDED DEEDS AT THE DATE OF THIS SURVEY.
 - DISTANCES SHOWN HEREON, ARE GROUND DISTANCES. TO APPROXIMATE OHIO CO-ORDINATE 1983, NORTH ZONE (3401) GRID DISTANCES MULTIPLY THE DISTANCES BY THE COMBINATION FACTOR OF 0.9999288664.
 - IRON PINS CALLED FOR AS SET ARE NUMBER 5 REBAR, WITH A NOMINAL DIAMETER OF 5/8 OF AN INCH, A CROSS-SECTIONAL AREA OF 0.31 SQUARE INCHES, THIRTY (30) INCHES IN LENGTH, AND CAPPED WITH A PLASTIC YELLOW MARKER INSCRIBED WITH "NIESE/JHN-PS8727."
 - FOUND MONUMENTATION IN GOOD CONDITION UNLESS OTHERWISE NOTED.

OWNERS ACKNOWLEDGMENT:

Know All Men By These Presents:

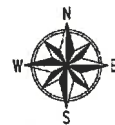
That I/We _____ the undersigned owner/s of the aforesaid described
lands do hereby approve of the accompanying map as shown hereon, and do desire the same to be
placed on public record on this _____ day of _____, 20____.

OWNER/S: _____

STATE OF OHIO,
COUNTY OF _____, ss:

On this _____ day of _____, 20____, before me personally appeared
_____, who executed the foregoing instrument and acknowledged that
_____ executed the same as _____ free act and deed.

NOTARY PUBLIC
My Commission Expires: _____



0 30 60
SCALE 1" = 30'

NIESE SURVEYING & ENGINEERING, LLC	
SURVEY PLAT FOR: GENE WALTERS	
JUSTIN H. NIESE, P.E., P.S. 211 E. MAIN CROSS STREET P.O. BOX 112 MILLER CITY, OHIO 45864 567-825-1523	JOB NUMBER: 2022-58 PAGE 1/1



Date: 8/03/2022
Client: City of Napoleon
Contact: Mike Dietrich
Phone: (419) 599-1891
Email: mdietrich@napoleonohio.com

5715 Canal Rd., Cleveland, OH 44125
Phone 800.533.2400 Fax 216.520.0486
ValleyFordTruck.com

Contract: RSI007536
Item #: 43AT

Base	\$	53,987.00
19,5 gvw	\$	6,430.00
Elec brake	\$	295.00
AT tires	\$	190.00
Plow Prep	\$	290.00
Dual batt	\$	375.00
Cruise	\$	335.00
PTO prov	\$	290.00
Power group	\$	-
Running bds	\$	-
Daytime lights	\$	245.00
aft axle	\$	215.00
7500LB fr axle	\$	995.00
84" CA	\$	775.00
Total	\$	64,422.00

Following are the specifications for the F550 chassis that is on ground. If Kalida isn't able to help you with equipment, let me know.

Please call with any questions, (216)524-2400.

Regards,
Jenny Loveland
Government Sales Manager

FLEET MAINTENANCE COUNCEL OF NEO
NORTHEAST OHIO SERVICE DIRECTORS
OHIO TOWNSHIP ASSOCIATION
VENDOR STATE OF OHIO

Prepared for: MIKE DIETRICH

CO NAPOLEON

Prepared by: Jenny Loveland

08/03/2022



Valley Ford Truck, Inc. | 5715 Canal Road Cleveland Ohio | 441253494

2022 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 270 | Quote ID: F5HN169

As Configured Vehicle

Description

Base Vehicle Price (F5H)

Order Code 660A

Includes:

- Engine: 7.3L 2V DEVCT NA PFI V8 Gas
- Transmission: TorqShift 10-Speed Automatic
10R140 with neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.
- Wheels: 19.5" x 6" Argent Painted Steel
Hub covers/center ornaments not included.
- HD Vinyl 40/20/40 Split Bench Seat
Includes center armrest, cupholder, storage and driver's side manual lumbar.
- Radio: AM/FM Stereo w/MP3 Player
Includes 4 speakers.
- SYNC Communications & Entertainment System
Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.

Engine: 7.3L 2V DEVCT NA PFI V8 Gas

Transmission: TorqShift 10-Speed Automatic

10R140 with neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.

Limited Slip w/4.88 Axle Ratio

GVWR: 19,500 lb Payload Plus Upgrade Package

Includes upgraded frame, rear-axle and low deflection/high capacity springs. Increases max RGAWR to 14, 706. Note: See Order Guide Supplemental Reference for further details on GVWR.

Tires: 225/70Rx19.5G BSW Traction (TGK)

Includes 4 traction tires on the rear and 2 traction tires on the front. Not recommended for over the road applications; could incur irregular front tire wear and/or NVH.

Wheels: 19.5" x 6" Argent Painted Steel

Hub covers/center ornaments not included.

HD Vinyl 40/20/40 Split Bench Seat

Includes center armrest, cupholder, storage and driver's side manual lumbar.

Monotone Paint Application

169" Wheelbase

Radio: AM/FM Stereo w/MP3 Player

Includes 4 speakers.

Includes:

- SYNC Communications & Entertainment System
Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.

Power Equipment Group

Deletes passenger side lock cylinder. Includes upgraded door-trim panel.

Includes:

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: MIKE DIETRICH

CO NAPOLEON

Prepared by: Jenny Loveland

08/03/2022



Valley Ford Truck, Inc. | 5715 Canal Road Cleveland Ohio | 441253494

2022 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 270 | Quote ID: F5HN169

As Configured Vehicle (cont'd)

Description

- Accessory Delay
- Advanced Security Pack
Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.
- Folding Trailer Tow Mirrors w/Power Heated Glass
Includes manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals.
- MyKey
Includes owner controls feature.
- Power Front Side Windows
Includes 1-touch up/down driver/passenger window.
- Power Locks
- Remote Keyless Entry

Extra Heavy-Duty Front End Suspension - 7,500 GAWR

Includes upgraded front axle and max 7,500 lbs. Front springs/GAWR rating for configuration selected. Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer.

Snow Plow Prep Package

Includes pre-selected springs (see order guide supplemental reference for springs/FGAWR of specific vehicle configurations). Note 1: Restrictions apply; see supplemental reference or body builders layout book for details. Note 2: Also allows for the attachment of a winch. Note 3: Highly recommended to add (86M) dual battery on 7.3L gas engines. Adding (67B) 397 amp alternators for diesel engine is highly recommended for max output.

Aft-Axle Frame Extension

32.4" aft-of-axle frame extension increases AF dimension to 79.6"

Transmission Power Take-Off Provision

Includes mobile and stationary PTO modes.

Dual 78 AH Battery

397 Amp Alternators

Utility Lighting System

Includes LED side-mirror spotlights.

Trailer Brake Controller

Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only.

Platform Running Boards

Fleet Customer Powertrain Limited Warranty

Requires valid FIN code.

Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.

50-State Emissions System

Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat

Oxford White

Prepared for: MIKE DIETRICH

CO NAPOLEON

Prepared by: Jenny Loveland

08/03/2022



Valley Ford Truck, Inc. | 5715 Canal Road Cleveland Ohio | 441253494

2022 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 270 | Quote ID: F5HN169

Selected Equip & Specs

Dimensions

- * **Exterior length: 287.2"**
- Exterior width: 80.0"
- Wheelbase: 169.0"
- Rear track: 74.0"
- Rear tire outside width: 93.9"
- Front legroom: 43.9"
- Front hiproom: 62.5"
- Passenger volume: 64.6cu.ft.
- Maximum cargo volume: 11.6cu.ft.
- Cab to axle: 84.0"
- Exterior height: 81.1"
- Front track: 74.8"
- Turning radius: 24.2'
- Min ground clearance: 8.3"
- Front headroom: 40.8"
- Front shoulder room: 66.7"
- Cargo volume: 11.6cu.ft.

Powertrain

- 350hp 7.3L OHV 16 valve V-8 engine with DEVCT variable valve control, SMPI
- federal
- Part-time
- Fuel Economy Cty: N/A
- * **Transmission PTO provision**
- Recommended fuel : regular unleaded
- TorqShift 10 speed automatic transmission with overdrive
- * **Limited slip differential**
- Fuel Economy Highway: N/A

Suspension/Handling

- Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- Firm ride Suspension
- Front and rear 19.5 x 6 argent steel wheels
- Dual rear wheels
- * **Rear rigid axle leaf spring suspension with anti-roll bar, HD shocks**
- Hydraulic power-assist re-circulating ball Steering
- * **LT225/70SR19.5 GBSW AT front and rear tires**

Body Exterior

- 2 doors
- * **Turn signal indicator in mirrors**
- Black bumpers
- Trailer harness
- Front and rear 19.5 x 6 wheels
- * **Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator**
- Black door mirrors
- * **Side steps**
- Clearcoat paint
- 2 front tow hook(s)

Convenience

- Manual air conditioning with air filter
- * **Driver and passenger 1-touch up**
- * **Power front windows**
- * **Driver and passenger 1-touch down**

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Prepared for: MIKE DIETRICH

CO NAPOLEON

Prepared by: Jenny Loveland

08/03/2022



Valley Ford Truck, Inc. | 5715 Canal Road Cleveland Ohio | 441253494

2022 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 270 | Quote ID: F5HN169

Selected Equip & Specs (cont'd)

- * **Remote power door locks with 2 stage unlock and illuminated entry**
- Manual telescopic steering wheel
- FordPass Connect 4G internet access
- Wireless phone connectivity
- 2 1st row LCD monitors
- Passenger visor mirror
- Upfitter switches
- Manual tilt steering wheel
- Day-night rearview mirror
- 911 Assist emergency SOS
- AppLink smart device integration
- Front cupholders
- * **Driver and passenger door bins**

Seats and Trim

- Seating capacity of 3
- 4-way driver seat adjustment
- 4-way passenger seat adjustment
- Front 40-20-40 split-bench seat
- Manual driver lumbar support
- Centre front armrest with storage

Entertainment Features

- AM/FM stereo radio
- Steering wheel mounted radio controls
- Streaming audio
- SYNC external memory control
- 4 speakers
- Fixed antenna

Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights
- Auto on/off headlights
- Light tinted windows
- Tachometer
- Compass
- Trip computer
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Oil pressure gauge
- Outside temperature display
- Trip odometer

Safety and Security

- 4-wheel ABS brakes
- 4-wheel disc brakes
- Dual front impact airbag supplemental restraint system with passenger cancel
- Safety Canopy System curtain 1st row overhead airbag supplemental restraint system
- * **Power remote door locks with 2 stage unlock and panic alarm**
- * **MyKey restricted driving mode**
- Brake assist
- Driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- * **Remote activated perimeter/approach lighting**
- * **Security system with SecuriLock immobilizer**
- Manually adjustable front head restraints

Dimensions

General Weights

* **Curb** **7,218 lbs.** * **GVWR** **19,500 lbs.**

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CO NAPOLEON

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08/03/2022



Valley Ford Truck, Inc. | 5715 Canal Road Cleveland Ohio | 441253494

2022 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 270 | Quote ID: F5HN169

Selected Equip & Specs (cont'd)*** Payload 12,410 lbs.****Front Weights***** Front GAWR 7,500 lbs.***** Front axle capacity 7,500 lbs.**

Front tire/wheel capacity 7,500 lbs.

*** Front curb weight 4,163 lbs.***** Front spring rating 7,500 lbs.****Rear Weights***** Rear GAWR 14,706 lbs.***** Rear axle capacity 14,706 lbs.**

Rear tire/wheel capacity 15,000 lbs.

*** Rear curb weight 3,055 lbs.***** Rear spring rating 14,706 lbs.****Trailer Type**

Harness Yes

Trailer sway control Yes

*** Brake controller Yes****General Trailering**

5th-wheel towing capacity 19800 lbs.

Towing capacity 18340 lbs.

Gooseneck towing capacity 19800 lbs.

GCWR 28000 lbs.

Fuel Tank type

Capacity 40 gal.

Off Road

Min ground clearance 8 "

Interior cargo

Cargo volume 11.6 cu.ft.

Maximum cargo volume 11.6 cu.ft.

Rear Frame

Height loaded 29 "

Height unloaded 34 "

Powertrain**Engine Type**

Block material Iron

Head material Aluminum

Injection Sequential MPI

Orientation Longitudinal

Valves per cylinder 2

Variable valve control DEVCT

Cylinders V-8

Ignition Spark

Liters 7.3L

Recommended fuel Regular unleaded

Valvetrain OHV

Engine Spec

Bore 4.21"

Displacement 445 cu.in.

Compression ratio 10.5:1

Stroke 3.98"

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Price Level: 270 | Quote ID: F5HN169

Selected Equip & Specs (cont'd)

Engine Power

SAEJ1349 AUG2004 compliant	Yes	Output	350 HP @ 3,900 RPM
Torque	468 ft.-lb @ 3,900 RPM		

Alternator

* Type	Dual	* Amps	397
--------	------	--------	-----

Battery

Amp hours	78	Cold cranking amps	750
Run down protection	Yes	* Type	Dual

Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		

Transmission Gear Ratios

1st	4.615	2nd	2.919
3rd	2.132	4th	1.773
5th	1.519	6th	1.277
7th	1	8th	0.851
9th	0.687	10th	0.632
Reverse Gear ratios	4.695		

Transmission Torque Converter

Stall ratio	1.97
-------------	------

Transmission Extras

Driver selectable mode	Yes	Sequential shift control	SelectShift
Oil cooler	Regular duty	* PTO provision	Yes

Drive Type

4wd type	Part-time	Type	Four-wheel
----------	-----------	------	------------

Drive Feature

* Limited slip differential	Mechanical	Traction control	Driveline
* Power take-off provision	Yes	Locking hub control	Auto
Transfer case shift	Electronic		

Drive Axle

Ratio	4.88
-------	------

Exhaust

Material	Stainless steel	System type	Single
----------	-----------------	-------------	--------

Emissions

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2022 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 270 | Quote ID: F5HN169

Selected Equip & Specs (cont'd)

CARB Federal

fuel Economy

Fuel type Gasoline

Driveability

Brakes

ABS 4-wheel

Type 4-wheel disc

ABS channels 4

Vented discs Front and rear

Brake Assistance

Brake assist Yes

Suspension Control

Ride Firm

Front Suspension

Independence Mono-beam non-independent

Anti-roll bar Regular

Front Spring

Type Coil

* Grade HD

Front Shocks

Type HD

Rear Suspension

* Independence Rigid axle

Type Leaf

Anti-roll bar Regular

Rear Spring

Type Leaf

Grade HD

Rear Shocks

Type HD

Steering

Activation Hydraulic power-assist

Type Re-circulating ball

Steering Specs

of wheels 2

Exterior

Front Wheels

Diameter 19.5"

Width 6.00"

Rear Wheels

Diameter 19.5"

Width 6.00"

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2022 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 270 | Quote ID: F5HN169

Selected Equip & Specs (cont'd)

Dual Yes

Front and Rear Wheels

Appearance Argent

Material Steel

Front Tires

Aspect 70

Diameter 19.5"

Sidewalls BSW

Speed S

* **Tread** **AT**

Type LT

Width 225mm

LT load rating G

* **RPM** **645****Rear Tires**

Aspect 70

Diameter 19.5"

Sidewalls BSW

Speed S

* **Tread** **AT**

Type LT

Width 225mm

LT load rating G

* **RPM** **645****Wheels**

Front track 74.8"

Rear track 74.0"

Turning radius 24.2'

Wheelbase 169.0"

Rear tire outside width 93.9"

Body Features

Front splash guards Yes

Body material Aluminum

Side impact beams Yes

* **Side steps** **Yes**

Front tow hook(s) 2

Body Doors

Door count 2

Exterior Dimensions* **Length** **287.2"**

Body width 80.0"

Body height 81.1"

Cab to axle 84.0"

* **Axle to end of frame** **79.6"**

Frame section modulus 12.7cu.in.

Frame yield strength (psi) 50000.0

Frame rail width 34.2"

Front bumper to Front axle 38.3"

* **Cab to end of frame** **163.6"**

Front bumper to back of cab 123.7"

Safety**Airbags**

Driver front-impact Yes

Driver side-impact Seat mounted

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08/03/2022

Valley Ford Truck, Inc. | 5715 Canal Road Cleveland Ohio | 441253494

**2022 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)**

Price Level: 270 | Quote ID: F5HN169

Selected Equip & Specs (cont'd)

Overhead... Safety Canopy System curtain 1st row

Passenger side-impact... Seat mounted

Passenger front-impact... Cancellable

Seatbelt

Height adjustable... Front

Security

* Immobilizer... SecuriLock

* Restricted driving mode... MyKey

* Panic alarm... Yes

Seating**Passenger Capacity**

Capacity... 3

Front Seats

Split... 40-20-40

Type... Split-bench

Driver Seat

Fore/aft... Manual

Way direction control... 4

Reclining... Manual

Lumbar support... Manual

Passenger seat

Fore/aft... Manual

Way direction control... 4

Reclining... Manual

Front Head Restraint

Control... Manual

Type... Adjustable

Front Armrest

Centre... Yes

Storage... Yes

Front Seat Trim

Material... Vinyl

Back material... Vinyl

Convenience**AC And Heat Type**

Air conditioning... Manual

Air filter... Yes

Audio System

Radio... AM/FM stereo

Seek-scan... Yes

Radio grade... Regular

External memory control... SYNC

Audio Speakers

Speaker type... Regular

Speakers... 4

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Valley Ford Truck, Inc. | 5715 Canal Road Cleveland Ohio | 441253494

**2022 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)**

Price Level: 270 | Quote ID: F5HN169

Selected Equip & Specs (cont'd)*Audio Controls*

Steering wheel controls	Yes	Voice activation	Yes
Streaming audio	Bluetooth yes		

Audio Antenna

Type	Fixed
------------	-------

LCD Monitors

1st row	2	Primary monitor size (inches)	4.2
---------------	---	-------------------------------------	-----

Convenience Features

* Retained accessory power	Yes	12V DC power outlet	3
Emergency SOS	911 Assist	Wireless phone connectivity	Bluetooth
Smart device integration	App link	Upfitter switches	Yes

Door Lock Activation

* Type	Power with 2 stage unlock	* Remote	Keyfob (all doors)
* Integrated key/remote	Yes		

Door Locks Extra FOB Controls

Remote engine start	Smart device only (subscription required)
---------------------------	--

Instrumentation Type

Appearance	Analog
------------------	--------

Instrumentation Gauges

Tachometer	Yes	Oil pressure	Yes
Engine/motor temperature	Yes	Transmission fluid temp	Yes
Engine hour meter	Yes		

Instrumentation Warnings

Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Door ajar	Yes	Service interval	Yes
Brake fluid	Yes		

Instrumentation Displays

Clock	In-radio display	Compass	Yes
Exterior temp	Yes	Systems monitor	Yes

Instrumentation Feature

Trip computer	Yes	Trip odometer	Yes
---------------------	-----	---------------------	-----

Steering Wheel Type

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**2022 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)**

Price Level: 270 | Quote ID: F5HN169

Selected Equip & Specs (cont'd)

Material Urethane
 Telescoping Manual

Tilting Manual

*Front Side Windows** **Window 1st row activation** **Power***Window Features** **1-touch down** **Driver and passenger**

Tinted Light

* **1-touch up** **Driver and passenger***Front Windshield*

Wiper Variable intermittent

Rear Windshield

Window Fixed

Interior*Passenger Visor*

Mirror Yes

Rear View Mirror

Day-night Yes

Headliner

Coverage Full

Material Cloth

Floor Trim

Coverage Full

Covering Vinyl/rubber

Trim Feature

Gear shifter material Urethane

Interior accents Chrome

Lighting

Dome light type Fade

* **Illuminated entry** **Yes**

Front reading Yes

Variable IP lighting Yes

*Storage** **Driver door bin** **Yes**

Glove box Locking

Illuminated Yes

Dashboard Yes

Front Beverage holder(s) Yes

* **Passenger door bin** **Yes**

Instrument panel Covered bin

Legroom

Front 43.9"

Headroom

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2022 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 270 | Quote ID: F5HN169

Selected Equip & Specs (cont'd)

Front	40.8"
<i>Hip Room</i>	
Front	62.5"
<i>Shoulder Room</i>	
Front	66.7"
<i>Interior Volume</i>	
Passenger volume	64.6 cu.ft.

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Warranty

Standard Warranty

Basic

Distance 36,000 miles Months 36 months

Powertrain

Distance 60,000 miles Months 60 months

Corrosion Perforation

Distance Unlimited miles Months 60 months

Roadside Assistance

Distance 60,000 miles Months 60 months

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KALIDA TRUCK EQUIPMENT, INC.

Kalida Truck Equipment, Inc.
17911 St. Rt. 224 West
Kalida, OH 45853
Phone: 419-532-3919
Fax: 419-532-2038
www.kalidatruck.com

QUOTATION

Page 1 of 2

Customer: CITY OF NAPOLEON
Contact: MIKE
Address: 1775 INDUSTRIAL DRIVE
NAPOLEON OH 43545

Quote Number: JM0006401
Quote Date: 8/4/2022
Quote valid until: 9/3/2022

Phone: 419-599-1891
Fax: 419-592-4379
Email: mdietrich@napoleonohio.com

Salesperson: jmagrum

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	<p>GALION 9' STAINLESS STEEL DUMP BODY 9' LONG X 84" WIDE (INSIDE DIMENSIONS). 18" HIGH RIGID SIDES - 24" HEAD AND TAILGATE. STAINLESS STEEL SIDES, FRONT, AND TAILGATE. STAINLESS STEEL FLOOR LONGSILLS & CROSSMEMBERS FULL LENGTH LOWER RUB RAILS. BOXED TOP RAILS WITH SIDE BOARD POCKETS. (NO SIDE BOARDS FURNISHED) FRONT CORNER POST, FULL DEPTH REAR CORNER POST WITH FULL WIDTH REAR BOLSTER. DOUBLE ACTING MANUAL OPERATED REAR TAILGATE WITH STREETSIDE FRONT CORNER TRIP LEVER 1/2 CAB SHIELD FEDERAL STANDARD REQUIRED #108 LIGHTS AND REFLECTORS. MUD FLAPS NATURAL STAINLESS STEEL FINISH INSTALLED</p> <p>GALION #CS615T-09-EMDA POWER UP AND POWER DOWN. 6" CYLINDER WITH 15" STROKE. 10.0 TONS APPROXIMATE RATED LIFTING CAPACITY. REMOTE PENDANT ELECTRIC PUSH BUTTON CONTROL. FULL STEEL SUBFRAME WITH SAFETY BODY PROP. PRIMED AND PAINTED BLACK IN COLOR. INSTALLED.</p> <p>REAR HITCH PLATE, D-RINGS & 2" RECEIVER TUBE INSTALLED. TRAILER PLUG OF YOUR CHOICE INSTALLED.</p> <p>REAR POLY FENDERS INSTALLED OVER THE REAR AXLE MOUNTING BRACKETS INSTALLED.</p> <p>ECCO VANTAGE LIGHTBAR INSTALLED ON THE CAB OF THE TRUCK</p> <p>ECCO (4) CORNER "LED" WARNING LIGHT SYSTEM INSTALLED AMBER IN COLOR INSTALLED.</p>	\$25,500.00	\$25,500.00



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Salesperson: jmagrum

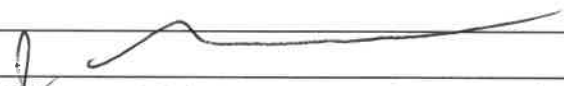
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	ALUMINUM BACK PACK 24" ALUMINUM BACK PACK. Two stationary shelves plus floor storage Four Folding J Hooks, passenger side Four doors with stainless steel rivetless locking T-handle latches Automotive rubber bulb sealed doors with gas spring door holders .125" polished diamond tread aluminum 3/16" thick smooth interior floor NATURAL ALUMINUM FINISH MOUNTING KIT INSTALLED. **INSTALLED ON A 2022 FORD F-550** **4 X 4 - DUAL REAR WHEEL** **84" CAB-TO-AXLE**		

Quote Total: \$25,500.00
Sales Tax: \$0.00
Total Due: \$25,500.00

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. number:	
Salesperson:	

- ◆ A 3% CHARGE WILL BE APPLIED TO ALL DEBIT/CREDIT CARD TRANSACTIONS
- ◆ Quoted price does not include any applicable taxes.
- ◆ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ◆ Due to the extremely volatile steel prices, our quoted price may change at any time. Call our office for an up to date price.



CITY OF NAPOLEON, OHIO

ELECTRIC DEPARTMENT

1775 INDUSTRIAL DR.

NAPOLEON, OH 43545

PHONE: (419) 599-1891 FAX: (419) 875-3100

WWW.NAPOLEONOHIO.COM

Electric Superintendent

Gregory Kuhlman

Distribution Service Supervisor

Mike Dietrich

Substation Specialist

Todd Wachtman

Substation Technician

Nikk Hogrefe

To: Electric Committee Members, Board of Public Affairs Members

From: Greg Kuhlman, Electric Distribution Superintendent

Subject: Industrial Substation Upgrade

Meeting Date: August 8, 2022 6:30 PM

Before the Industrial Substation upgrade can begin a 69kv circuit IS-5 must be relocated.

A bid for the engineering portion of the IS-5 Line relocation has been received by Power Engineers, Inc in the amount of \$237,811. Power Engineers, Inc. and the City of Napoleon are currently securing contracts so that engineering services may begin on the design of relocating IS-5. A kickoff meeting is set for Thursday, August 11, to plan a scope of work.

Please let me know if there are any questions to which I can provide answers.

**AGREEMENT
FOR
PROFESSIONAL DESIGN SERVICES**

This Agreement for Professional Services (this “Agreement”), made as of _____, 2022, by and between the **CITY OF NAPOLEON** (the “City”), whose contact person shall be designated below or successor, and **POWERS ENGINEERING, INC.**, (the “Engineer”), whose contact person and address are set forth below.

Whereas, the City is operating under its Charter, Ordinances, Resolutions and Chapter 153 of the Ohio Revised Code and it is the intention of the City, in the exercise of its powers and as set forth in Sections 153.65 through 153.71, both inclusive, of the Ohio Revised Code to obtain professional design services for the following project (the “Project”):

Project Name: Napoleon IS5 Line Relocation Project

Project Number: City Contract No. 2022-14

City Contact: Name / Title
Address: 255 W. Riverview Avenue, P.O. Box 151
Napoleon, Ohio 43545

Engineer: Powers Engineering, Inc.
Contact: Name / Title
Address:

Whereas: the Engineer submitted a statement of qualifications in response to the City’s announcement for this Agreement; and based on the Quality Based Selection process,

Whereas, the City ranked the firms which responded to the City’s announcement and has negotiated this Agreement with the Engineer as the most qualified firm; and based on the Quality Based Selection process,

Whereas, the compensation of the Engineer set forth herein is determined to be fair and reasonable to the City and the Engineer; and

Whereas, the Engineer desires, and is capable and licensed, to provide professional design services for the Project; and,

Now, Therefore, in consideration of the mutual promises herein contained, the City and the Engineer agree as follows:

1 RESPONSIBILITIES OF ENGINEER

1.1 Engineer's Services

- 1.1.1 Scope of Services; Applicable Law. The Engineer shall provide professional design services, including without limitation services customarily furnished in accordance with generally accepted architectural and engineering services, for the Project in accordance with the terms of this Agreement. The Engineer 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, the applicable Announcement issued pursuant to Section 153.67 of the Ohio Revised Code and the Contract Documents for the Project, as in effect from time to time.
- 1.1.2 Timeliness; Standard of Care. The Engineer shall perform the Engineer's services in accordance with professional standards of skill, care and diligence in a timely manner in accordance with the Project Schedule so as to cause no delay, interference, disruption or hindrance in the Work, and so that the Project shall be completed as expeditiously and economically as possible within the Construction Budget and in the best interests of the City.
- 1.1.3 Design Schedule. A Design Schedule, as provided in Appendix B attached hereto and incorporated herein, for the performance of the Engineer's services which shall include allowances for reasonable periods of time required for the review and approval of items by the City and for approvals of governmental authorities having jurisdiction over the Project. Unless the City notifies the Engineer of objections to the Design Schedule within thirty (30) days of receipt thereof, the City shall be deemed to have approved the Design Schedule. The Engineer shall coordinate the Design Schedule with the Project Schedule. The Design Schedule, when approved by the City, shall not be exceeded by the Engineer without notice and adjustment of the Design Schedule approved by the City.
- 1.1.4 Personnel. No principal individuals, other than those persons identified in attached Appendix A incorporated herein, shall perform any of the Engineer's services without the written consent of the City.
- 1.1.5 Non-Discrimination & Equal Employment Opportunity. The Engineer represents that the Engineer 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.

Equal Employment Opportunity. The Vendor, in the hiring of employees for the performance of work under this contract or any person acting on the Vendor's or any of its subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in Section 4112.01 of the Revised Code, or color, shall not discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates; further, the VENDOR or any of its subcontractor's, or any person on a VENDOR'S or subcontractor's behalf, in any manner, shall not discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, sex, disability or military status as defined in Section 4112.01 of the Revised Code, or color; finally, Vendor in its business or its subcontractor or person working on the Vendor's or its subcontractor's behalf, shall not discriminate against persons by reason of cultural, racial, or ethnic background, or other similar cause, including, but not limited to, race, religion, sex, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry.

Forfeiture for EEO Violation. Notwithstanding any other provision of this contract regarding termination or penalty, there shall be deducted from the amount payable to the Vendor under this contract, a forfeiture of twenty-five dollars (\$25.00) for each person who is discriminated against or intimidated in violation of this contract; moreover, the contract shall be canceled or terminated by the Vendee and all money to become due hereunder may be forfeited, for a second or subsequent violation of the terms of this equal employment opportunity section of this contract.

Drug Free Work Place. Vendor must comply with all applicable state and federal laws regarding a drug free workplace. Vendor must exert good faith efforts to ensure that its employees do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs, in any way, while working on Vendee's property.

- 1.1.6 Consultants. The Engineer may provide services through one or more Consultants employed by the Engineer (the "Consultants"), provided, however, the Engineer shall remain responsible to the City for all duties and obligations of the Engineer under this Agreement. Unless waived or otherwise modified in writing by the City upon written request of the Engineer, no Consultant shall be retained without the approval of the City or upon terms inconsistent with this Agreement. The Engineer shall provide the City with the names and qualifications of any proposed Consultant, together with a description of the

services to be provided by such Consultant for approval. Once approved by the City, the identity of any Consultant and the extent of such Consultant's participation in performing the Engineer's services shall not be altered without the written consent of the City. Upon the request of the City, the Engineer shall terminate the employment of any Consultant. The City may communicate with any Consultant either directly or through the Engineer, with notice to the Engineer.

- 1.1.7 Ethics Laws. The Engineer represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements and there are no unresolved findings against the Engineer under Section 9.24 of the Ohio Revised Code.
- 1.1.8 Kickbacks. The Engineer 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, 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.
- 1.1.9 Limitation of Authority. The Engineer 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 Engineer shall not have any authority to authorize any Contractor to perform additional or extra Work for which the Contractor will seek compensation or time extension. The Engineer shall have authority to act on behalf of the City only to the extent provided herein or in the Standard Conditions of Contract for Construction (the "Standard Conditions"). The Engineer's authority to act on behalf of the City shall be modified only by an amendment in accordance with Subparagraph 9.5.2.
- 1.1.10 Approval or Disapproval of Engineer's Services. The City shall have the right to reasonably disapprove any portion of the Engineer's services for the Project, including, without limitation, any design services, documents or Drawings prepared by the Engineer. In the event that any Phase of the Engineer's services is disapproved by the City, the Engineer shall proceed, when requested by the City, with revisions to the services, documents or Drawings prepared or performed for that Phase to attempt to satisfy the objections. The Engineer acknowledges that any timely review or approval by the City

of any services, documents or Drawings prepared or performed by the Engineer pursuant to this Agreement shall not relieve the Engineer of the Engineer's responsibility to properly and timely perform such services and prepare such documents and Drawings.

2 SCOPE OF ENGINEER'S BASIC SERVICES

2.1 General

The Consultant shall provide the Basic Services as defined in Appendix B Scope of Services, incorporated by attachment hereto.

2.1.1 Basic Services to be provided by the Engineer shall consist of tasks and phases as provided in Appendix B attached hereto and incorporated by reference herein and shall include, without limitation, normal architectural, civil, structural, mechanical, electrical and engineering services for the Project. The parties acknowledge that federal or governmental regulatory agencies may during the course of this project make additional demands that could substantially change the scope of services as herein agreed to by the parties. In the event that the scope of services should substantially change due to such demands, the parties agree to negotiate in good faith an amendment to this agreement as it relates to the scope of services and lump sum amounts.

3 ADDITIONAL SERVICES

3.1 General

The City and the Engineer have agreed to the Basic Services which the Engineer will provide to the City for the Project in Article 2 and Appendix B of this Agreement. If mutually agreed by an amendment to this Agreement, Additional Services shall be provided for the Project by the Engineer. Additional Services shall be paid for by the City as provided in Appendix A.

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, the Contract Documents and applicable law in a reasonable and timely manner.
- 4.2 Instructions to Contractors. All instructions of the City to Contractors shall be through, or in consultation with, the Engineer.
- 4.3 City's Requirements. The City shall provide full information regarding its requirements for the Project including without limitation any program of requirements, any agreements related to the Project, design and construction standards and work rules which shall set forth the City's use, design, time and financial objectives, constraints and criteria, including space

requirements and relationships, flexibility and expandability, time constraints imposed by fiscal and budgetary considerations, special equipment and systems and site requirements.

- 4.4 Authorized Representatives. The City shall designate an Authorized Representative i.e. a person authorized to act on the City's behalf with respect to the Project to the extent provided in the Contract Documents.
- 4.5 Notice to Engineer. If the City observes or otherwise becomes aware of any Defective Work or other fault or defect in the Project, prompt notice thereof shall be given to the Engineer.
- 4.6 Legal Representation. The City shall not be responsible to provide, or pay for, any legal representation of the Engineer.

5 COMPENSATION

- 5.1 Incorporation of Appendix. Compensation shall be paid by the City to the Engineer for Basic Services, Additional Services and expenses as provided in the Appendix A which is attached to this Agreement and incorporated by reference as if fully rewritten here. However, except as it relates to additional services, the amounts shall not exceed the limits found in A3.1.

6 INSURANCE AND INDEMNIFICATION

6.1 Insurance

6.1.1 Casualty Insurance. Except when a modification is requested in writing by the Engineer and approved in writing by the City, the Engineer shall carry and maintain at the Engineer'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 each occurrence;
 - ii. Each Occurrence Limit: \$2,000,000 each occurrence; (or \$1,000,000 each occurrence with \$5,000,000 umbrella); and
- c.) Commercial automobile liability coverage, including non-owned and hired, in an amount ~~not less than~~ of \$1,000,000.00.

- 6.1.2 Professional Liability Insurance. Except when a waiver is requested in writing by the Engineer pursuant to Section 153.70 of the Ohio Revised Code and approved in writing by the City, the Engineer shall maintain insurance to protect against claims arising from the performance of the Engineer's services on the Project caused by any negligent acts, errors or omissions for which the Engineer 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) per claim and in the annual aggregate. The Engineer shall endeavor to keep such insurance in effect for so long as the Engineer 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 Engineer 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 at least A status as noted in the most recent edition of the Best's Insurance Reports.
- 6.1.3 Certificates. The Engineer shall provide the City with certificates of insurance evidencing the required coverage 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 Engineer Generally. To the fullest extent permitted by law, the Engineer 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 reasonable attorney's fees and other costs of defense), of any nature, kind or description, which (a) arise out of, are caused by or result from performance of the Engineer's services hereunder, and (b) 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 (c) only to the extent they are caused by any negligent acts, errors or omissions of the Engineer, anyone directly or indirectly employed by the Engineer or anyone for whose acts the Engineer may be legally liable. This Subparagraph is intended to be, and shall be

construed as consistent with, and not in conflict with, Section 2305.31 of the Ohio Revised Code, to the fullest extent permitted.

- 6.2.2 Intellectual Property Indemnification. To the fullest extent permitted by law, the Engineer 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 reasonable 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 intangible property right by the Engineer, anyone directly or indirectly employed by the Engineer or anyone for whose acts the Engineer may be legally liable.
- 6.2.3 Survival. Paragraphs 6.2.1, 6.2.2 and 6.2.3 shall survive the termination of this Agreement.

7

LIMITATION OF LIABILITY AND WAIVER OF CONSEQUENTIAL DAMAGES

- 7.1 Notwithstanding any other provision of this Agreement to the contrary, the City agrees to limit Engineer's liability to the City and to all persons having contractual relationships with the City to the total compensation of the contract value of \$250,000, received by Engineer for the services under which the liability arises.
- 7.2 Neither Engineer nor the City nor either party's suppliers, agents, officers, and directors shall have any liability regardless of the theory of recovery, including breach of contract or negligence, to the other party or any other person or entity for any indirect, incidental, special, or consequential damages, cost or expense whatsoever, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss. this waiver of consequential damages is made regardless that (i) either party has been advised of the possibility of such damages and (ii) that such damages may be foreseeable.

8

DISPUTE RESOLUTION PROVISIONS

- 8.1 Mediation. Instead of, or in addition to, the procedures set forth below, the City and the Engineer may, by written agreement, submit any claims, requests, disputes or matters in question between or among them to non-binding mediation upon such terms as shall be mutually reasonably agreeable.
- 8.2 Notice and Filing of Requests. Any request by the Engineer for additional fees or expenses shall be made in writing to the City and filed prior to final

payment of the Basic Fee. Failure of the Engineer to timely make such a request shall constitute a waiver by the Engineer of any request for such fees and expenses.

- 8.3 Request Information. In every written request filed pursuant to Paragraph 7.2, the Engineer 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 any future delay.
- 8.4 Meeting With Authorized Representative. If the Engineer 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 Engineer.
- 8.5 Appeal to City Council. If the efforts of the Authorized Representative do not lead to resolution of the request, the Engineer may appeal to the City Council by notice in writing. The Engineer shall be permitted to appear at the next meeting of City Council at which the Engineer's appeal can be reasonably scheduled. The decision of the City Council shall be the final and conclusive determination of the City, subject to litigation in a court of competent jurisdiction.
- 8.6 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.
- 8.7 Performance. The Engineer shall proceed with the Engineer's performance of this Agreement during any dispute resolution process, unless otherwise agreed by the Engineer 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.

9 TERMINATION AND REMEDIES

9.1 Termination of Agreement

- 9.1.1 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 Engineer shall not terminate this Agreement for non-payment if the City initiates the payment process by preparing, executing and submitting a voucher for all reasonably undisputed amounts due to the Engineer within ten (10) days of receipt of the Engineer'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 Engineer. This Agreement may be terminated at any time upon the mutual consent of the City and the Engineer.
- 9.1.2 Engineer's Remedies Upon Termination by City Without Cause or Termination by Engineer. In the event of a termination which is not due to the failure of the Engineer to perform in accordance with the terms of this Agreement, the Engineer shall be compensated for all Basic Services and Additional Services performed prior to the termination date in accordance with the fees set forth in Appendix 1, together with Reimbursable Expenses incurred prior to the termination date. In such an event, for services rendered prior to the termination date in an uncompleted task and for Additional Services, the Engineer shall receive compensation based upon the actual hours incurred by the Engineer and their Consultants up to and including the effective date of termination, as applicable, and as reasonably determined by the City, together with Reimbursable Expenses incurred prior to the termination date.
- 9.1.3 Engineer's Remedies Upon Termination by City for Cause. In the event of a termination which is due to the failure of the Engineer to perform in accordance with the terms of this Agreement, and provided that Engineer has been given seven (7) business days to cure (or commence efforts to cure) the failure prior to such termination, the Engineer shall be compensated ~~only~~ for ~~Basic~~ Services performed and paid for prior to the termination date in accordance with the fees set forth in the Appendix, together with the Additional Services completely performed prior to the termination date. In such event, the Engineer 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. All fees paid to the Engineer shall be based upon actual hours, Consultant fees and other eligible Reimbursable Expenses as reasonably determined by the City.

- 9.1.4 Engineer's Remedies Upon Termination by Mutual Consent. In the event of a termination upon the mutual consent of the City and the Engineer, 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.
- 9.1.5 Post-Termination Matters. If the City and the Engineer agree that any services are to be performed for the Project by the Engineer 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.

9.2 Remedies

- 9.2.1 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 given to the City hereunder or now or hereafter existing. Except as otherwise provided in this Agreement, no remedy conferred upon the Engineer 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 Engineer shall be cumulative and shall be in addition to any other remedy given to the Engineer hereunder or now or hereafter existing.
- 9.2.2 Remedies Not Waived. No delay, omission or forbearance to exercise any right, power or remedy accruing to the City or the Engineer 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.

10 MISCELLANEOUS PROVISIONS

10.1 Ownership and Use of Documents

- 10.1.1 Property of City. Drawings (Electronic CAD Files and Hard Copies), Specifications and other documents prepared by, or with the cooperation of, the Engineer or any Consultant 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 Engineer or Consultant, as applicable, may retain copies, including reproducible copies of such Drawings, Specifications and other documents for information and reference. Such Drawings, Specifications or other 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 Engineer or Consultant. Unless the Project is a prototype, such Drawings, Specifications or other 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 Engineer or Consultant, as applicable. If an event occurs for which the Engineer or Consultant may be liable, the City shall notify the Engineer or Consultant of such event as soon as practical after such event and shall provide access to the Project to the Engineer or Consultant and their representatives. This Subparagraph shall survive termination of this Agreement.

10.1.2 Engineer's Intellectual Property. All inventions, patents, design patents and computer programs acquired or developed by the Engineer in connection with or relation to the Project shall remain the property of the Engineer and shall be protected by the City from use by others except by agreement in writing with appropriate and agreed upon compensation to the Engineer.

10.1.3 The Engineer shall complete the Political Contribution Certification form in accordance with Section 3517.13 of the Ohio Revised Code.

10.2 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 Engineer shall not use the City's name or seal, or any adoption thereof, for any advertising or trade purposes, including without limitation press releases, without the express written consent of the City.

10.3 Accounting Records

The records of all of the Engineer's Direct Personnel Costs, Reimbursable Expenses and payments to Consultants pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City at all times and shall be maintained for seven (7) years after Final Acceptance of the Project by the City. All other records kept by the Engineer 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.

10.4 Successors and Assigns

The City and the Engineer, 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 Engineer shall not assign, or transfer any right, title or interest in this Agreement without the prior written consent of the City.

10.5 Extent of Agreement

10.5.1 Entire Agreement. This Agreement and the Contract Documents represent the entire and integrated agreement between the City and the Engineer and supersede all prior negotiations, representations or agreements, either written or oral.

10.5.2 Amendments. This Agreement may be amended only by an amendment prepared by the City and signed by both the City and the Engineer.

10.5.3 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.

10.5.4 Captions. The captions and 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.

10.5.5 Precedence. If there are any inconsistencies between the provisions of the Contract Documents and the provisions of the Announcement of this Agreement, the provisions of the Contract Documents shall prevail.

10.5.6 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. In addition, if federal funds are to be used to pay fees and expenses under this Agreement, none of the rights, duties and obligations contained in this Agreement shall be binding on any party until the City notifies the Engineer in writing that such funds are available.

10.6 Governing Law

10.6.1 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.

- 10.6.2 Capitalized Terms. Capitalized terms in this Agreement shall have the same meaning as those in the Standard Conditions, unless otherwise defined herein or unless another meaning is indicated by the context.

10.7 Notices

- 10.7.1 Addresses. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be given if delivered personally to the Person for whom the notice is intended, if delivered at or sent by registered or certified mail, postage prepaid, or sent by facsimile transmission or electronic mail to the appropriate following address:

If to the City:

Name.

Title

City of Napoleon

1775 Industrial Drive, P.O. Box 151

Napoleon, OH 43545

If to the Engineer:

Name.

Powers Engineering, Inc.

Address

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

- 10.7.3 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) 592-4379 or electronic mail at _____@napoleonohio.com and to the Engineer at () _____ or Email address. 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 in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission or electronic mail only upon specific direction from the City.

10.7.4 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 Engineer shall endeavor to immediately notify the City by telephone.

10.7.5 Change of Address. The City or the Engineer 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.

10.8 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.

In Witness Whereof, the parties hereto have executed this Agreement as of the date and year first above written.

Powers Engineering, Inc.
(*"Engineer"*)

by: _____

Title: _____

City of Napoleon
(*"City"*)

by: _____

Joel L. Mazur, City Manager

Approval:

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

Billy D. Harmon, Law Director

DRAFT

CERTIFICATE OF FUNDS

In the matter of:

Napoleon IS5 Line Relocation Project

Agreement with:

Powers Engineering, Inc.



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.

CITY OF NAPOLEON

Dated: _____

by: _____
Kevin L. Garringer - Finance Director

Certified Copy of Corporate Resolution

(Name of Company)

I hereby certify that I am duly elected and acting Secretary of the above named company, a corporation duly organized and existing under the laws of the State of _____, that on the ____ day of _____, 20__, the board of said corporation authorized and approved a certain bid proposal to the City of Napoleon for the delivery of certain product, supplies, materials, machinery and/or equipment or services by said corporation and any contract resulting therefrom and empowered the _____
_____ (insert title of officer) of said corporation to execute said captioned proposal and contract with the City of Napoleon, Ohio, and in behalf of said corporation; that said authority is not contrary to any provision in the Articles of Incorporation or code of regulations or code of bylaws of said corporation; that said authority has not been rescinded or modified; and that _____
_____ (name of officer) is duly elected and acting in the above official capacity of said corporation.

In Witness Whereof, I have hereunto subscribed my name on _____,
20__.

(Corporate Seal)

Secretary

CERTIFICATION

OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13 FOR CONTRACTS IN EXCESS OF TEN THOUSAND DOLLARS (\$10,000.00)

STATE OF OHIO,

COUNTY OF _____, SS:

The undersigned Affiant, being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of _____ ("the Contracting Party").
2. The Contracting Party is a/an (select one):
 - ☐ Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1785), estate, or trust.
 - ☐ Corporation organized and existing under the laws of the State of _____.
 - ☐ Labor organization.
3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.93(I)(3) (with respect to non-corporate entities and labor organizations) or R.C. 3517.93(J)(3) (with respect to corporations) are in full compliance with the political contributions limitations set forth in R.C. 3517.93(I) and (J), as applicable. I understand that a false representation on this certification constitutes a felony of the fifth degree pursuant to R.C. 3517.93(AA) and 3517.992(R)(3). Any contract that contains a falsified certification shall be rescinded.

by: _____

Affiant

Title _____

Sworn to before me and subscribe in my presence by _____
this ____ day of _____, 20__.

(Seal)

Notary Public

APPENDIX "A"

COMPENSATION OF CONSULTANT

A1.) Direct Personnel Expense

A1.1) **Definition.** Direct Personnel Expense shall mean the portion of direct salaries and wages of all personnel of the Consultant or any Sub-consultant, as applicable, including professional, technical, management, administrative and clerical employees, and principals engaged on the Project related to their time devoted to the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory employee benefits, social security contributions, insurance, sick leave, holidays, vacations, pensions, profit sharing and similar benefits related to their time devoted to the Project. Direct Personnel Expense shall not include any bonus or similar plan or arrangement related to the Consultant's performance on, or profit from, the Project.

A1.2) **Personnel.** Compensation for the Consultant's employees, whether stationed at the field office or at the Consultant's main or branch offices, performing the required functions for such hours of their time as are devoted to the Project (as evidenced by time records certified by the Consultant), shall be invoiced in accordance with the following:

PERSONNEL	RATE PER HOUR
<u>Engineering</u>	
Sr. Project Manager/ Sr. Engineer III	\$210.00
Sr. Project Engineer II/ Project Lead IV	\$204.00
Engineer V/ Project Engineer III	\$184.00
Engineer IV/ Project Engineer II/ PM I	\$164.00
Engineer III/ Project Engineer I	\$153.00
Designer III/ Engineer II	\$142.00
Designer II/ Engineer I	\$128.00
Designer I	\$112.00
Drafter II	\$94.00
Drafter I /Support Staff	\$74.00

Sub-consultant Costs. Additional compensation for the Sub-consultant costs not specifically defined within the Scope of Services will be charged on a unit rate basis, without additional markup, at the following rates:

A1.3) **Records.** Direct Personnel Expense for the Consultant's and its Sub-consultant's employees for such hours of their time as are devoted to performing services to the Project shall be determined in accordance with the Direct Personnel Expense Schedule attached hereto and

incorporated by reference herein. Such Direct Personnel Expense shall be evidenced by time records certified by the Consultant.

- A1.4) Limit. The Consultant and its Sub-consultant shall use all reasonable means to minimize Direct Personnel Expense.

A2.) Reimbursable Expenses

- A2.1) Definition. Reimbursable Expenses means actual expenditures with no mark ups, incurred by the Consultant or its Sub-consultants 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 directly related to project development and shall not be subject to markup. Reimbursable expenses may include costs for mileage (at current federal rates), courier services and outsourced documents reproduction. Direct expense related to per diems, lodging, equipment rental and others may be applied if approved in writing prior to incurring the respective charge.

A3.) Basis of Compensation

- A3.1) Basic Fee. For Basic Services provided by the Consultant and all Sub-consultants, the City shall pay the Consultant a Basic Fee in accordance with Paragraph A4.) hereof in an **amount Not-to-Exceed Two Hundred Thirty-Seven Thousand Eight hundred Eleven Dollars and /100 (\$237,811.00).** 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 Sub-consultants 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 Sub-consultant 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 Sub-consultants shall consist 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 Sub-consultants 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.

APPENDIX B

SCOPE OF SERVICES:

PROJECT ELEMENTS

FEE SUMMARY

The table below summarizes the estimated not-to-exceed fees provided above for each task, as well as the allowances provided for the various Sub-consultants required for this project.

The total fee for the above scope of work, exclusive of bidding and construction phase engineering **Shall Not Exceed Two Hundred Thirty-Seven Thousand Eight hundred Eleven Dollars and /100 (\$237,811.00)**, unless otherwise approved in writing by the City of Napoleon.

~~PROGRESS MEETINGS—~~

~~The Consultant will be required to hold a project kickoff meeting and progress meetings with the City on an as-needed basis, as determined through communication with City staff, to discuss project status. Meeting minutes will be taken by the Consultant and distributed to all attendees. Updated status reports will be submitted to the Engineering Department at least two (2) working days prior to the scheduled meeting date.~~

~~Monthly status reports will be submitted with each invoice to provide current project status relative to submitted project schedule and cost, tasks completed in preceding phase(s), tasks to be performed in following phase(s), any problems, delays, or set-backs that have occurred or are foreseen for the future and other significant information that may impact the project completion date or final costs.~~

COMPUTER FILES

All computer files representing the final work product of this design will be delivered to the City of Napoleon at the completion of the Project. All computer files (disks, tapes or other formats) provided to the City will first be scanned for viruses using an approved virus scanning software and labeled “virus free”, indicating the date scanned, scanning software used and initialed by the person performing the scan.

CITY RECORDS

Electronic and hard copies of City records will be made available to the Consultant at no cost to the Consultant.

CLARIFICATIONS

For the purposes of the development of the above scope of services and the proposed fees, the Consultant has assumed the following:

1. Electronic and/or hard copies of City records and standards will be made available to the Consultant at no cost to the Consultant.
2. No financing or construction observation services are included within the proposed scope of work or fees.
3. No assessment calculations are included within the proposed scope of work or fees.
4. Should the City require such additional services as noted above, Consultant will provide supplemental scopes and fees upon request.

DETAILED SCOPE OF SERVICES

Scope of Services

The selected consultant shall provide all customary engineering work necessary to successfully complete the project described.

Project Schedule:

_____	_____
_____	_____
_____	_____



CHECK NUMBER: 1471209

[illegible]

NON-NEGOTIABLE AFTER 180 DAYS
1471209

Vendor Number 9999999975	Check Date 08-04-22	Check Number 1471209
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PAY
ONE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS

DOLLARS	CENTS
*****1,500.00	
NET AMOUNT OF CHECK	



Treasurer

C00008520003833900J78YUUCZYAR_UA_CUUUUUUU

Join us

FOR THE

Employee Appreciation

TACO BAR

Wednesday, September 7th

11:00 a.m. - 1:00 p.m.

Oberhaus Shelter House



Taco bout a party



City of Napoleon, Ohio

255 West Riverfront Avenue, Box 151

Napoleon, OH 43543

Telephone: (419) 592-7070 Fax: (419) 599-3391

www.napoleonohio.com

Memorandum

To: Mayor and City Council, City Manager, City
Finance Director, Law Director, Department
Supervisors, News media
From: Roxanne Dietrich, Acting Clerk *RD*
Date: August 12, 2022
Subject: *Parks & Recreation Committee – Cancellation*

The regularly scheduled meeting of the Parks and Recreation Committee for Monday, August 15, 2022 at 6:00 pm has been CANCELED due to lack of agenda items.

City of Napoleon, Ohio

TREE COMMISSION

MEETING AGENDA

Monday, August 15, 2022 at 6:00 pm

Location ~ City Building, 255 West Riverview Avenue, Napoleon, Ohio

1. Call to Order
2. Approval of Minutes – July 18, 2022 (in the absence of any objections or corrections, the minutes shall stand approved)
3. Review Tree Call Reports
4. Finalize Fall Plantings List
5. Finalize Fall Trimming List
6. Award Fall Removal Contract
7. Award Fall Topsoil Contract
8. Miscellaneous
9. Adjournment



Roxanne Dietrich ~ Acting Clerk

City of Napoleon, Ohio
TREE COMMISSION MEETING MINUTES
Monday, July 18, 2022 at 6:00 pm

PRESENT

Committee Members Larr Etzler-Chair, Dave Volkman, Ed Clausing, Kyle Moore, Gary Haase
Council Representative Dr. Dave Cordes
City Staff Aron Deblin-Construction Inspector
Recorder Marrisa Hull

ABSENT

CALL TO ORDER

The Tree Commission meeting was called to order by Chair Etzler at 5:59 pm.

APPROVAL OF MINUTES

In the absence of any objections or corrections, the minutes from the May 16, 2022, meeting were approved as presented.

TREE CALL REPORTS

Deblin reported he received five calls this month. 1116 Westmont has a braford pear tree out front that the homeowner is having trouble mowing around due to the roots. No issues were seen at this time, but we will continue to monitor. Volkman asked how big the bradford pear tree was? Deblin replied it's a shorter one. 139 Northcrest Circle has a dead oak tree and it has been added to fall removal list. 1206 W Riverview had a dead tree, which ended up being outside the right away. The homeowner took care of the tree themselves. 315 E Main has a tree with little leaves making a mess all over the sidewalk and the homeowners want it removed. Volkman asked if it was a locus? Deblin replied it might be. As of now there is no reason to remove the tree it is completely healthy, trimmed and has no dead in it. 650 Welsted had some dead limbs the homeowner wanted removed. Jamie Howe from the electric department was contacted to remove the limbs. This will continue to be monitored to see if more of the tree will die. The limbs that were dead were decent size leaners. Etzler asked if that tree was a maple? Deblin replied yes, it is a maple. Etzler states there was some on the report from a few months ago he went by to evaluate and saw them leafing out nice. Deblin replies there was one on Dodd that was an oak, lighter than the rest of them, which came out nice. It was trimmed so it can grow easier. Although in the spring it does look dead due to leave still stuck on it. Moore stated in front of his rental house on the south side one looked completely dead due to all the leaves still attached, but it's perfectly fine.

REVIEW FALL PLANTING LIST

Deblin reported homeowner letters were sent out a couple weeks ago and they have until the end of the week to respond. We had two people call stating they would rather not have a tree planted. That leaves us with planting fourteen in varies spots that had removals in the past couple of years. There was a couple trees from the spring planting and one from the fall planting that have died. Contact has been made with North Branch and they will replace them in the fall. North Branch advised even if they are not awarded the contract they would still like to replace them in the fall. Etzler asked with the planting scattered all over, how does that fit into the city plan? Deblin advised there are all different kinds; black alder, elms, autumn blazed maple, exclamation planetree, greenspire linden and shamrock linden. We have a variety of trees called for in the master plan.

REVIEW FALL TRIMMING LIST

Deblin reported trimming will be finishing up in the northeast corner of Woodlawn, Ohio and Harmony shortly there are roughly 30 trees left. Then move onto Glenwood to Scott St, Bonaparte, and Ken James. Then move down to Yeager, Dodd and N Perry. We need to get a few off of Oakwood, Northcrest, and the little streets by Oakwood Park. We would then move downtown from the railroad south in the spring. The estimate for the trimming is \$10,000-\$11,000 depending on what the bids come in at.

FINALIZE FALL REMOVALS LIST

Deblin reported there were a dozen smaller trees that Jamie Howe removed for us. We will just have those stumps. As long as Jamie is willing to continue this we will continue to use him for the smaller trees to save money. There are 15 trees left to remove and 27 stumps.

FINALIZE FALL TOPSOIL LIST

Deblin reported with not doing this last fall due to the contract being done late we have 41 from the fall and 19 from the spring , which gives us a total of 60. Usually we have a budget of \$2,500, we will have to raise the limit. This will take a little out of the trimming budget, but we have to try to get this caught back up. The past few times the company says they can get all of them for \$2,500, so the contract needs to be reword to get \$1 per hole. Then we can go up to \$6,500 to get as many as we can. That way if they give us a per hole price, we can cut it off depending on their bid. This was brought up to Chad if we get two bids for \$2,500 for all, who gets picked. An exact price per hole is needed to break up the bidding. Bids for removals and topsoil will go out Monday. After the next meeting we will send out the planting and trimming. Planting has to the end of the week to respond if they don't want a tree, but usually people who don't want them get a hold of us right away. I don't suspect any more calls, three weeks should have been enough time. Calls that we get afterwards are from renters wondering why a tree is being planted. Etzler asked if the letters are sent out the owners or the address? Deblin states they are sent to the homeowner.

MISCELLANEOUS

Deblin states there will be an Urban Forestry Tour, which is a three hour car ride through different towns. They will be in town on Wednesday, meeting on Webster St between Washington and Clinton. Then head down W Washington showcasing the master plan. Moore asked what time this will start? Deblin replied it should start around 8:30-9:00. The tour is free, but they would like a RSVP. A half day caravan and lunch will be provided around 12:30 at the final stop in Bryan. This will start in Napoleon, stop in Defiance and end in Bryan. Clausing stated there is a dead tree out on the golf course and one of the branches fell down. Would the City or the golf course have to take care of this? Volkman responded there was one by hole #9 tee box. Deblin replied we could work together on this, but he hasn't heard anything yet. Volkman stated he believed Parks and Rec has taken care of something before, in the winter time. Deblin stated if it is up by the tee in #9 they might have access to it from the cart path. Tony will be contacted to be made aware and see what he has planned for it. Deblin stated at one point we moved some trees off of Park St to the golf course. He believes they were crimson maple and were put in between #2 and #8. Volkman asked if the Mayor will be going on the Urban Forestry Tour? Deblin stated the Mayor is going to meet at the starting spot, but not going on the tour. Etzler stated he scanned a copy of the Technical Guide to Urban Forestry in an email.

ADJOURNMENT

Motion: Moore Second: Volkman
to adjourn the Tree Commission meeting at 6:16 pm.

Roll call vote on the above motion:

Yea-Haase, Etzler, Dr. Cordes, Moore, Clausing, Volkman

Nay

Yea-6, Nay-0. Motion Approved.

Approved

August 15, 2022

Larr Etzler - Chairman

AMP Update for Aug. 5, 2022

American Municipal Power, Inc. <webmaster@ampppartners.org>

Fri 8/5/2022 3:52 PM

To: Roxanne Dietrich <rdietrich@napoleonohio.com>



Aug. 5, 2022

RTO/FERC monthly update

By Steve Lieberman – vice president of transmission and regulatory affairs

AMP's transmission and regulatory affairs team has been actively participating in a number of important meetings and proceedings. Following is a brief overview of the activities and actions of AMP at the PJM Interconnection (PJM), Midcontinent Independent System Operator (MISO) and the Federal Energy Regulatory Commission (FERC) throughout the month of July.

PJM

- PJM stakeholders debated changes to the cost cap for market sellers participating in PJM's capacity construct. AMP was opposed to PJM's piecemeal effort to make a substantial change to the capacity construct absent a holistic discussion of the issue. Ultimately, stakeholders rejected the proposal. Future discussions will be broader in scope which could be amenable to AMP.
- Stakeholders continue to discuss proposals to develop a potential circuit breaker that would cap energy prices during times of extreme circumstances. AMP co-sponsored the effort and is working on a proposal.
- AMP co-represented the Electric Distributor Sector at the Liaison Committee, which is the only stakeholder meeting solely between the PJM Members and the PJM Board of Managers. The topics at the meeting included a discussion of the future energy transition in PJM, and FERC's Notice of Proposed Rulemaking on transmission planning and cost allocation and generator interconnection.

MISO

- AMP is following discussions presented by the Market Monitor focused on energy market congestion. The Market Monitor calculated that congestion in 2021 more than tripled from the 2020 totals in both the real-time and day-ahead markets. Real-time market congestion totaled about \$2.8 billion and day-ahead congestion totaled about \$1.6 billion. The Market Monitor also noted that the trend towards higher congestion costs has continued in 2022.
- MISO announced it retained London Economics International (LEI) to evaluate its auction revenue rights allocation and financial transmission rights markets. AMP will be leveraging its experience with LEI's evaluation of these markets as they recently performed a similar study of PJM, which led to a series of changes. AMP will be reviewing any suggestions LEI offers to the stakeholders.

FERC

- FERC issued an agenda for its Oct. 6 technical conference on transmission planning and cost containment that includes five topics or panels. AMP has self-nominated to be on a panel and will be working with other trade associations to develop comments for any of the other panels.
- AMP, along with others, filed a complaint against PJM for not applying its Designated Entity Agreement to incumbent transmission owners (TOs) when the incumbent TOs are selected to build a regional transmission facility. PJM has been knowingly not complying with its tariff, claiming instead they are following the intent of the language. The complaint will allow FERC to decide whether PJM should modify its tariff to align with the manner in which PJM is acting today or instead to comply with the tariff as it has been approved by FERC.

We will continue to provide updates on these issues and others as they continue to develop. If you have questions about these issues or our efforts at PJM, MISO or FERC, please contact me at 614.519.9168 or slieberman@amppartners.org.

AMP Nominating Committee seeks nominations for AMP Board of Trustees elections

By Jeremy Drennen – Nominating Committee Chair

This year, each of the thirteen AMP Service Groups will elect a member community to the AMP Board of Trustees for a three-year term commencing at the 2022 AMP Annual Conference. The AMP Service Groups are:

- | | |
|------------------------|----------------------------------|
| • Central (Ohio) | • Northwest (Ohio) |
| • DEMEC | • Other (includes IN, MD and WV) |
| • Kentucky | • Pennsylvania |
| • Michigan | • Southwest (Ohio) |
| • North Central (Ohio) | • Virginia |
| • Northeast (Ohio) | • Western (Ohio) |
| • Northern (Ohio) | |

Service Groups are encouraged to meet prior to the Conference to hold their election. Upon request, AMP staff will coordinate and/or attend pre-Conference meetings virtually or in person to facilitate the voting process. Alternatively, Service Group elections will be held on Sept. 27 at 12:40 p.m. at the AMP Annual Conference.

Also, this year, one member has resigned from their at-large seat on the AMP Board of Trustees. As a result, the remaining one year of that seat's original three-year term will be filled by an election held during the General Membership meeting on Sept. 27. All members are eligible to be nominated for the at-large seat. If your member community would like to be considered for nomination, please send the request to me at jeremy.drennen@philippi.org, with a copy to Rachel Gerrick at rgerrick@amppartners.org.

Trustees, whether at-large or service group representatives, are elected by member community — not by individual. The elected member community then appoints a representative to fill its Board seat.

Due to the hybrid setting, all Board elections held during the AMP Annual Conference will be held exclusively via an online voting platform. Paper ballots will not be available for in-person attendees, so all voters should bring a computer or mobile device to the service group elections and general membership meeting. Additional information regarding the online voting process will be distributed to each member's primary contact.

Although proxy voting will be permitted, we anticipate that it will generally be unnecessary because of the hybrid setting. Note that an individual representative may vote on behalf of only one member community. Proxies must be named by an authorized official (i.e., mayor/city,

village, town or borough manager/board chair or general manager) and a single designated person must carry the proxy for all voting purposes. Any proxy designation should be sent electronically to Errin Harris at eharris@amppartners.org. To accommodate the requirements of the online voting platform, any proxy designation must be received by close of business on Sept. 16.

Should you have any questions regarding the election process or voting logistics, or wish to request AMP staff engagement at a pre-Conference service group election, please contact Errin Harris at 614.540.0942 or eharris@amppartners.org.

July 2022: Prices remain at record levels

By Mike Migliore – vice president of power supply and marketing

With above-average temperatures throughout the AMP service territory, July prices at the AEP/Dayton Hub managed to take the record for the 21st century by 4 cents over June. However, the high average price of hourly power in July was much lower than the forward price of July power. The price to purchase July 7x24 power has been above \$90/MWh since early April, reaching as high as \$149/MWh in mid-June. In July, there were 259 hours (35 percent) above \$100/MWh with a maximum AEP/Dayton Hub Day Ahead price of \$208/MWh during the afternoon peak hours of July 22. For the month, real-time locational marginal pricing (LMP) averages finished \$2.87/MWh lower than day-ahead LMPs. The highest real-time price was \$221/MWh on July 28.

Average Daily Rate Comparisons			
	July 2022 \$/MWh	June 2022 \$/MWh	July 2021 \$/MWh
A/D Hub 7x24 Price	\$87.94	\$87.90	\$36.95
PJM West 7x24 Price	\$91.06	\$85.98	\$36.62
A/D to AMP-ATSI Congestion/Losses	-\$0.59	-\$2.74	\$0.28
A/D to Blue Ridge Congestion/Losses	\$1.52	-\$0.40	-\$0.71
A/D to PJM West Congestion/Losses	\$3.12	-\$1.92	-\$0.33
PJM West to PP&L Congestion/Losses	-\$4.46	-\$13.55	-\$3.19
MISO to A/D Hub Congestion/Losses	\$4.22	\$4.48	\$1.23

July Operations Data		
	2022	2021
Fremont Capacity Factor	79%	59%
Prairie State Capacity Factor	100%	102%
Meldahl Capacity Factor	74%	84%
Cannelton Capacity Factor	82%	88%
Smithland Capacity Factor	96%	86%
Greenup Capacity Factor	72%	76%
Willow Island Capacity Factor	37%	75%
Belleville Capacity Factor	68%	99%
JV6 Wind Capacity Factor	8%	3%
Front Royal Solar Capacity Factor	22%	27%
Bowling Green Solar Capacity Factor	36%	31%
Avg. A/D Hub On-Peak Rate	\$112/MWh	\$45/MWh
* Fremont capacity factor based on 675 MW rating. * PS capacity factor based on 1,582 MW rating. * Meldahl capacity factor based on 105 MW rating. * Cannelton capacity factor based on 87.6 MW rating. * Smithland capacity factor based on 76.2 MW rating. * Greenup capacity factor based on 70 MW rating. * Willow Island capacity factor based on 44.2 MW rating. * Belleville capacity factor based on 42 MW rating. * Front Royal Solar capacity factor based on 2.5 MW rating. * BG Solar capacity factor based on 20 MW rating.		

AMP submits comments on PJM's FERC Order 2222 compliance filing addressing DER aggregations

By Gerit Hull – deputy general counsel for regulatory affairs

On July 28, AMP joined several electric cooperatives in submitting comments to the Federal Energy Regulatory Commission (FERC) regarding PJM Interconnection's (PJM) order 2222 compliance filing. PJM made its filing on Feb. 1. The filing proposed a new participation model for PJM's energy, capacity and ancillary services markets that would allow access to those markets by aggregators of distributed energy resources (DER). FERC Staff's lengthy May 18 letter to PJM asked for additional information regarding many topics, one of which is critically important to AMP Members: the opt-in rule for small utilities.

PJM's July 7 response reminded FERC Staff that the Commission had previously approved the opt-in rule and that to the extent Staff's questioned were revisiting that topic, they were misplaced. AMP's comments amplified that point and described how municipal utilities answer to

their duly elected municipal councils, who will consider whether it is appropriate for their utility to opt in and allow aggregators within the municipal boundaries to participate in PJM's program, based on the best interests of their citizen-customers. The American Public Power Association and National Rural Electric Cooperative Association jointly filed similar comments.

As a reminder, the opt-in rule requires aggregators to show that the small municipal utility's regulator (council) has passed an ordinance or resolution that allows participation. This rule applies to utilities that deliver fewer than 4 million megawatt-hours per year, which currently covers all AMP Members.

While FERC considers PJM's filing, PJM's implementation of that filing is in its early stages. Processes, procedures and PJM Manual language to address these aggregations are still being developed. Meanwhile, AMP understands that some aggregators and investor-owned utilities may already be contacting Members and promoting participation through an opt-in. AMP recommends that Members postpone decisions allowing customer participation in aggregations through an opt-in process until PJM's implementation process is better defined and reach out to AMP staff regarding any outreach received from aggregators or investor-owned utilities regarding this matter.

Participation of these resources in PJM markets may raise complicated operational and billing issues for distribution utilities. AMP Members' transmission service arrangements may be affected as well. AMP is participating in the ongoing PJM and FERC proceedings to protect Members' interests. Look for more information on this topic in coming months and please reach out to me with any questions or concerns that you may have at 614.540.0852 or ghull@amppartners.org.



REGISTER HERE

AMP soliciting member interest in the new Community Energy Savings: Smart Thermostat Program

By Erin Miller – assistant vice president of energy policy and sustainability

AMP is soliciting member interest in the new Community Energy Savings: Smart Thermostat Program. This subscription-based service is designed to provide members with a means to limit transmission and capacity charges and engage with customers through use of a distributed energy resource management system (DERMS).

Residential customers of participating members would voluntarily enroll in the program through an existing or newly purchased smart thermostat using an app or email notification. Then, whenever AMP or the member utility calls for a peak event, the DERMS platform would schedule enrolled thermostats to pre-cool and then shut down or cycle during the event. These events

would occur a maximum of 15 times per year (with the possibility for additional emergency events), at a maximum of four hours per event, with weekends and holidays only called for during emergency situations.

Participating communities are anticipated to see approximately 1 kilowatt of savings for each enrolled thermostat per peak event, according to the DERMS provider.

Participating Members will be charged \$80 per thermostat enrolled/year. Members who enroll in the program prior to Dec. 31 will not be charged the per-thermostat fee in the first year if they commit to enroll at least two percent of their total residential meters. Once a critical mass of interested members and thermostats has been reached, AMP will enter a contract with the DERMS provider for a period of five years, starting in January 2023.

A presentation providing additional details about the program is [available here](#) on the [Member Extranet](#) (login required).

Interested members are encouraged to fill out this [non-binding letter of interest](#) by Aug. 31. Members who are interested in learning more about the program or who would like to return a completed letter of interest should contact me at 614.208.4444 or emiller@amppartners.org, or Corey Hawkey, director of member programs and sustainability at 614.307.9432 or chawkey@amppartners.org.

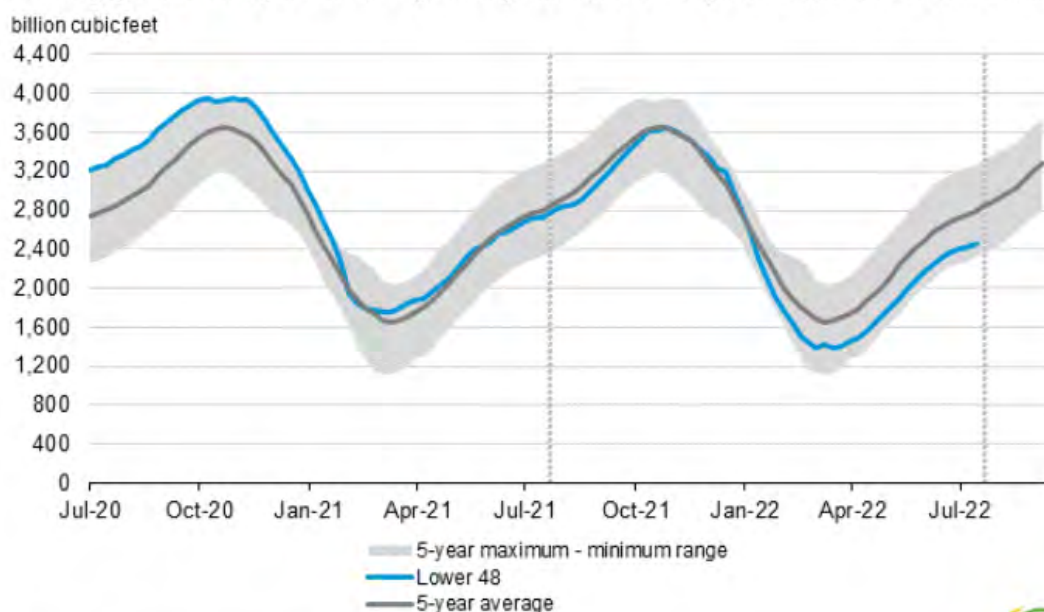
Energy market update

By Jerry Willman – assistant vice president of energy marketing

The September 2022 natural gas contract decreased \$0.144/MMBtu to close at \$8.122 yesterday. The EIA reported an injection of 41 Bcf for the week ending July 29, which was higher than market expectations of 28 Bcf. Last year, there was an injection of 16 Bcf and the five-year average was 33 Bcf. Storage is now 2,457 Bcf, 9.8 percent below a year ago and 12.1 percent below the five-year average.

On-peak power prices for 2023 at AD Hub closed yesterday at \$77.75/MWh, which was \$3.35/MWh lower for the week.

Working gas in underground storage compared with the 5-year maximum and minimum



Source: U.S. Energy Information Administration

Note: The shaded area indicates the range between the historical minimum and maximum values for the weekly series from 2017 through 2021. The dashed vertical lines indicate current and year-ago weekly periods.



On Peak (16 hour) prices into AEP/Dayton

Week ending Aug. 5

MON	TUE	WED	THU	FRI
\$115.02	\$115.38	\$128.15	\$133.33	\$108.67

Week ending July 29

MON	TUE	WED	THU	FRI
113.41	\$103.86	\$115.03	\$114.81	\$106.03

Week ending Aug. 6, 2021

MON	TUE	WED	THU	FRI
\$42.23	\$40.45	\$43.63	\$50.76	\$53.51

AEP/Dayton 2023 5x16 price as of Aug. 4 — \$77.75

AEP/Dayton 2023 5x16 price as of July 28 — \$81.10

AFEC weekly update

By Jerry Willman

The AMP Fremont Energy Center (AFEC) was in 2x1 configuration for the week. Duct firing operated for 98 hours this week. The plant cycled offline overnight Saturday and Sunday based on PJM economics. For the week, the plant generated at an 80.4-percent capacity factor (based on 675-MW rating).



AMP to hold Center for Energy Workforce Development webinar

By Steve Dupee – assistant vice president of energy efficiency and programs

AMP will hold a one-hour webinar on Aug. 11 at 11 a.m. to present an overview of the Center for Energy Workforce Development (CEWD) membership resources that are available to all AMP members. The CEWD is a non-profit consortium of energy companies, associations, unions, educational institutions and government entities working in partnership to ensure a skilled, diverse workforce pipeline for the energy industry.

Kristie Kelly, CEWD workforce development director, will share information on the CEWD's mission, access to workforce development resources, guides and templates, energy career promotion, attraction and skill-building, networking opportunities and other workforce development support offered through CEWD membership.

To register for the webinar, please contact Jada Williams, member services and risk administrative coordinator, at 614.540.0840 or jwilliams@amppartners.org. For information about the CEWD, visit www.CEWD.org.

AMP holds lineworker training

By Scott McKenzie – director of member training and safety

AMP conducted a Lineworker Training Basic 2 course in Columbus, July 25-29. The training course, which is the second class in AMP's Lineworker series, places a strong emphasis on safety and teaches second-year apprentices about enhanced climbing skills; personal protective equipment; grounding; arc flash; gloving procedures; installation of equipment (crossarms); underground and overhead conductors, substations, live-line; and equipment and further explanation of transformer basics.

Lineworkers in attendance included: Brian Seklatar, Amherst; Robert Davis, Blakely; Ryan Heins, Brandon Shafer and Cory Shimensky, Celina; Levi Cooper, Clyde; Blake Jones and Andrew Murphy, Cuyahoga Falls; Jacob Vanderwal, Ephrata; Dylan Fedei, Girard; Steve Pompili, Hubbard; Cordell Hostetler, Mifflinburg; Dakota Benner, Montpelier; Wyatt Blakely and Larry Dissauer, Painesville; and Brandon Francik and Tevor Tuvelle, Wadsworth.

Throughout the year, AMP offers high-quality training designed to improve employee performance and enhance safety. Members are encouraged to browse the [2022 AMP Training Catalog](#) and sign up for any courses that might benefit their community.

If you have questions about training, require assistance or need to obtain a Schedule to Master Services Agreement for Participation in Safety and Training Programs, please contact Jennifer Flockerzie, manager of technical services logistics, at 614.540.0853 or jflockerzie@amppartners.org.



Front Royal student awarded AMP scholarship

By Holly Karg – assistant vice president of communications and public relations

On July 29, Steven Hicks, Front Royal town manager, and Mary Ellen Lynn, Front Royal director of energy services, accepted a check for the Lyle B. Wright Scholarship on behalf of Ian Hoelsher, who was unable to attend. The one-time award of \$3,000 is presented annually to as many as five deserving students who reside in a household that receives electricity from an AMP member community. Lyle B. Wright was a strong public power advocate on both state and local levels. He served on the boards of both AMP-Ohio, Inc., and the Ohio Municipal Electric Association. The scholarship was created and named in his honor in 1989.

Ian, the son of Andrea Hoelsher, is a graduate of Warren County High School and plans to attend Virginia Tech to study engineering. He was a member of the National Honor Society and participated in many activities, including Student Government Association and soccer, and he has volunteered within the community.

Please join us in congratulating Ian and wishing him great luck in his future endeavors.



Mary Ellen Lynn (left), Front Royal director of energy services, and Steven Hicks (right), Front Royal town manager, accept a check for the Lyle B. Wright Scholarship on behalf of Ian Hoelscher from Harry Phillips, AMP director of marketing and member relations.

AMP holds Crisis Prevention Institute *Crisis and Verbal De-Escalation Certification Training*

By Kyle Weygandt – director of member safety

On Aug. 4, AMP held a Crisis Prevention Institute (CPI) *Crisis and Verbal De-Escalation Certification Training* at AMP headquarters in Columbus. The training helped attendees build the knowledge and skills needed to recognize and manage crisis behaviors they may encounter in the workplace. The training was intended to equip individuals with de-escalation skills and non-restrictive intervention techniques, giving them the confidence and competence to manage escalating behaviors.

The CPI is the worldwide leader in evidence-based, de-escalation and crisis prevention training. Since 1980, the CPI has helped train more than 15 million people within service-oriented industries. Learn more about the CPI at www.crisisprevention.com.

If you have questions about this training, please contact me at 330.323.1269 or kweygandt@amppartners.org.



The role of SEO in cyberattacks

Article provided by KnowBe4

You probably use your favorite search engine, such as Google or Bing, to find more information about topics that interest you. Have you ever stopped to think about how the top search results earned their spots? Unfortunately, cybercriminals can use search engine results to launch cyberattacks.

When you search, you probably plan to click a link to a relevant website. If you are not careful, you could visit a malicious website instead. Cybercriminals can use search engine optimization (SEO) to position their websites at the top of search results. With SEO, cybercriminals can get you to click and steal your sensitive information.

What is SEO and how does it affect you?

A website is improved to rank higher in search results through use of the SEO process. High-ranked websites and pages receive more visibility, producing invaluable clicks and views. After all, when is the last time you actually made it to page two or three of your search results? If a website is behind two or three pages of search results, you probably won't see it. Most people settle for an answer on page one, even if that answer comes from an unfamiliar source.

How do cybercriminals use SEO to target you in search results?

Cybercriminals use SEO to boost the ranking of their malicious websites, giving them the appearance of legitimacy. You may find the information you were looking for on the first page of your search results and click the link. To gain access to the full information, the website may prompt you to create an account, sign up for a mailing list, or enter other personal information. Even if these websites seem safe, your information could fall right into the cybercriminals' hands.

Another way that cybercriminals use SEO in their attacks is by targeting high-ranking websites. Cybercriminals will work to get a foothold in established websites by targeting employees with cyberattacks, such as phishing emails. If an employee falls prey to a cyberattack and provides login credentials or other personal information, the cybercriminals can use that information to gain entry into the website. From there, cybercriminals can plant links that redirect visitors to their own malicious websites. You may click a link from a legitimate, high-ranking website and find yourself on a different website instead.

What can I do to stay safe?

You do not need to stop using search engines, but you do need to stay vigilant. Follow the tips below to protect yourself and your organization from these types of scams:

- Always think before you click on a link to a website. Can you get the information you need without accessing the website, such as in the snippet preview text? If the website seems suspicious, is there a legitimate website you could visit instead?
- If you visit an unknown website, do not enter sensitive information such as login credentials or personal data. Leave the website and attempt to find the information

through secure, legitimate sources.

- Check the URL you are visiting. Is the URL the same link you clicked on from the search results, or were you redirected to another page?

KnowBe4 is the world's largest integrated platform for security awareness training combined with simulated phishing attacks.

AMP TECHNICAL AND SAFETY TRAINING WEBINAR SCHEDULE

In an effort to provide all members with high-quality training opportunities, AMP is continuing to offer trainings in a webinar format. Please see the schedule below; we will continue to update it as needed.

Aug. 19
Fire Prevention at Work and Home
Instructor: Sandi Sherwood

Oct. 11
24/7 Preparedness
Instructor: Kyle Weygandt

Sept. 6
Fall Safety Tips
Instructor: Kyle Weygandt

Nov. 4
Holiday Safety Tips
Instructor: Darren Westenberger



For more information on the AMP Training Program or to access the virtual training webinars, please contact Jennifer Flockerzie, AMP's manager of technical services logistics, at jflockerzie@amppartners.org.



Focus Forward 2022 Webinar Series

To register, contact Erin Miller, assistant vice president of energy policy and sustainability, at 614.540.1019 or by email at emiller@amppartners.org.

November 9, 10 a.m.
Federal funding opportunities for grid modernization, resilience, and maximizing distributed energy resources

The Focus Forward Advisory Council has identified these topics to help educate and inform AMP's members about emerging industry trends and to prepare for further integration of distributed energy resources.



Classifieds

Members interested in posting classifieds in *Update* may send a job description with start and end advertisement dates to zhoffman@amppartners.org. There is no charge for this service.

City of Marshall seeks senior lineworker

The City of Marshall is seeking applicants for the full-time position of senior lineworker. This position is responsible for the construction and maintenance of all overhead and underground distribution lines and services, and responds for power outage service restoration and repairs street/parking lot lights. Successful candidates must have a Journeyman Lineworker Certification and a valid Michigan driver's license with CDL endorsement. Compensation for this position is \$40.62 per hour, plus a full benefit package. Applications and the full job description are available online at www.cityofmarshall.com. Applications must be submitted by no later than Aug. 10. EOE

City of Bowling Green seeks firefighter/paramedic

The City of Bowling Green is seeking applicants for the position of firefighter/paramedic. The City is building an eligibility list in order to fill vacancies in 2022. To be considered for this eligibility list, all testing and application materials must be completed by Aug. 12. The testing will be done

through the National Testing Network (NTN). NTN scores must be valid (not expired) on the application deadline. Passing both the NTN's FireTEAM exam and the Firefighter Mile physical exam are required for this position. Candidates must submit verification that they currently hold valid/current certification of passing the NTN's Firefighter Mile and FireTeam exam with a minimum passing average score of at least 70; however, all sections of the NTN examination must be passed. Candidates who have tested with the NTN during the prior 12 months will need to apply their scores to Bowling Green's current posting in order to be considered. Any cost for taking these exams are the responsibility of the candidate. Section 7.01 of the Bowling Green Charter provides for an additional credit of 10 percent of a passing test score for honorably discharged veterans. A candidate's DD Form 214 documenting an honorable discharge must be submitted at the time of application in order to be eligible for the veteran's credit. This position requires a high school diploma or equivalent; Paramedic Certification, with preference given to those certified by the State of Ohio as a paramedic at the time of application; eligibility to work in the U.S.; and possession of a valid Ohio drivers license. Firefighter II Certification is not required but is preferred. All new hires must serve a one-year probationary period. When a vacancy occurs in the entry level position of the Fire Division to be filled by appointment, the Civil Service Commission shall certify to the appointing authority the names of the five persons standing highest on the eligibility list for such position. The appointing officer shall appoint one of such persons to such position. See a copy of the full posting [here](#).

Interested persons must complete an application packet that is available either by visiting the Department of Human Resources, 304 North Church Street, Bowling Green, OH 43402 or by accessing the online application [here](#). Resumes may be included but will not substitute for a completed application packet. Application materials must be returned to the Department of Human Resources by one of the following methods: By email to humanresources@bgohio.org; by fax to 419.352.1262 or by U.S. Mail or hand-delivery to the address above. Office hours are Monday through Friday, 8 a.m. to 4:30 p.m. The city considers applicants for positions without regard to a person's actual or perceived, race, immigration status, source of income, color, religion, gender/sex, pregnancy, national origin, age, marital status, sexual orientation, creed, ancestry, disability, political ideology, veteran status, military status, gender expression, gender identity, family status, physical characteristics, HIV-status, genetic information or any other legally protected status. The deadline to submit an application is Aug. 12, 4:30 p.m. This position pays \$22.08 per hour. AA/EEO

Opportunities available at AMP

AMP is seeking applicants for the following positions:

- Assistant vice president of accounting
- Director of transmission operations
- Generation operations plant engineering intern — AFEC
- IT intern — helpdesk and infrastructure
- IT intern — SCADA
- Senior transmission accountant
- Transmission engineer
- Transmission project manager

For complete job descriptions, please visit the [AMP careers page](#).



Mission:

To serve Members through public power joint action, innovative solutions, robust advocacy and cost-effective management of power supply and energy services.

Vision:

To be public power's trusted leader in providing Members and their customers the highest-quality, forward-looking services and solutions.

Values:

Integrity, Member Focus, Partnership, Employee Engagement, Stewardship, Innovation and Accountability.

STAY CONNECTED



www.ampppartners.org

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