

# SEPTEMBER 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	<b>Closed Labor Day</b>	<b>4</b> 4:30pm Civil Service Meeting 7:00pm City Council Meeting	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
10	<b>11</b> 6:30pm Board of Public Affairs 6:30pm Water/Sewer Com.	<b>12</b> 4:30pm Board of Zoning Appeals	<b>13</b>	<b>14</b>	<b>15</b>	16
17	<b>18</b> 6:00pm Parks and Rec Committee 6:00pm Tree Commission 7:00pm City Council Meeting	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	23
24	<b>25</b> 6:30pm Finance and Budget Committee 7:30pm Safety and Human Resource Committee	<b>26</b> 4:30pm Civil Service Commission	<b>27</b> 6:30pm Parks and Rec Board	<b>28</b>	<b>29</b>	30



# *City of Napoleon, Ohio*

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## *Memorandum*

**To:** City Council, Mayor, City Manager, City Finance Director, City Law Director, Department Supervisors, News-media  
**From:** Marrisa Flogaus, Clerk of Council  
**Date:** September 8, 2023  
**Subject:** Electric Committee Meeting Canceled

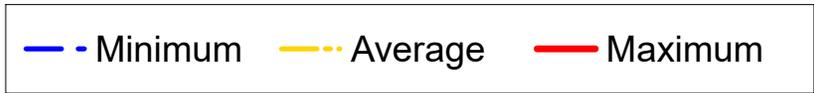
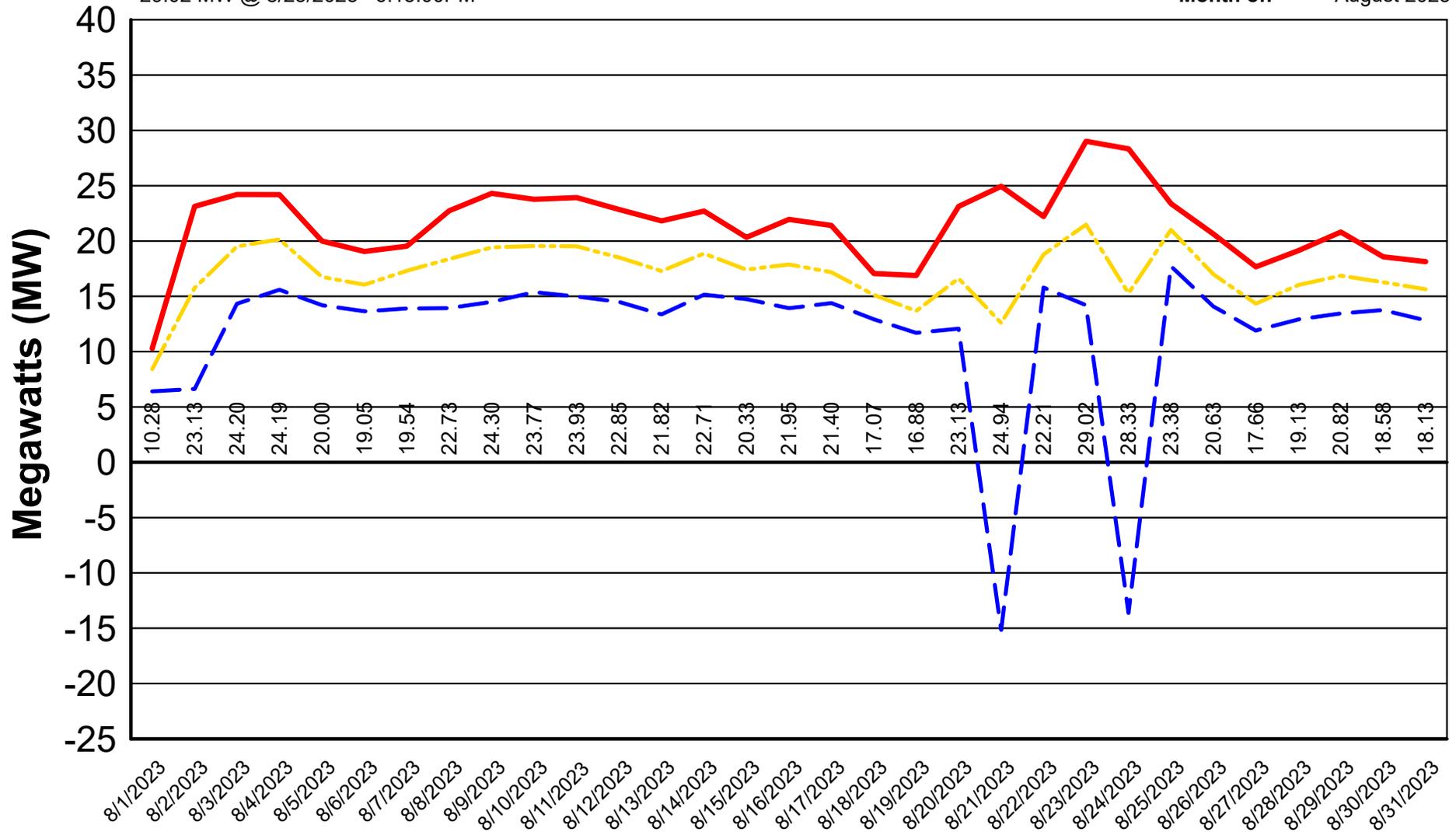
The regularly scheduled meeting of the Electric Committee for Monday, September 11, 2023 at 6:30 pm has been CANCELED due to lack of agenda items.

# Napoleon Power & Light

## System Load

Peak Load:  
29.02 MW @ 8/23/2023 6:15:00PM

Month of: August 2023



Peak Load 29.02  
Average Load 17.05

*City of Napoleon*

**SPECIAL MEETING AGENDA**

for a Joint Meeting of the

**BOARD OF PUBLIC AFFAIRS**

with

**WATER, SEWER, REFUSE, RECYCLING & LITTER COMMITTEE**

**Monday, September 11, 2023 at 6:30 pm**

Council Chambers, 255 West Riverview Avenue, Napoleon, Ohio

- 1) **Approval of Minutes – August 14, 2023** (In the absence of any objections or corrections, the Minutes shall stand approved)
- 2) **Water Purchase Contract with Malinta**
- 3) **Any other matters to come before the Board**
- 4) **Adjourn**



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Marrisa Flogaus- Clerk of Council

CITY OF NAPOLEON, OHIO  
**Board of Public Affairs Minutes**  
Monday, August 14, 2023 at 6:30 pm

**PRESENT**

Committee Member	Jeff Comadoll-Chair, Rory Prigge
City Manager	J. Andrew Small
City Staff	Greg Kuhlman-Electric Distribution Supt.
Others	News-Media
Recorder	Marrisa Flogaus
<b>ABSENT</b>	Mike DeWitt

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**Call to Order**

Comadoll, Chair of the Board of Public Affairs called the meeting to order at 6:38 pm.

**Approval of Minutes**

Hearing no objections or corrections, the minutes from the May 8, 2023 Board of Public Affairs meeting were approved as presented

**Review/Approval of the Power Supply Cost Adjustment Factor for August 2023: PSCA 3-month averaged factor \$0.01441 and JV2 \$0.023133**

Small stated there is nothing outstanding on this month's power supply cost adjustment factor. It's down slightly from the previous months. Overall there's nothing notable.

Motion: Prigge                      Second: Comadoll  
to approve the PSCAF for August 2023 as 3-month averaged factor \$0.01441 and JV2 \$0.023133

Roll call vote on the above motion:

Yea- Prigge, Comadoll

Nay-

**Yea-2, Nay-0. Motion Passed.**

**Review of Solar Agreements**

Small stated in the last couple of months, I had two separate customers approach me in regards to adding solar to their facilities to the extent that it was much greater than we currently allow. We currently allow up to 25 kilowatts of power, primarily for residential use. One customer has since fallen by the wayside because of how they wanted to structure it. They wanted two 500 kilowatt fields, which is a full Meg of power. It was going to be structured in such a way that a third party would own the field and sell the power to the customer on our system. We simply don't allow that. With all the work that I did investigating different AMP communities, there aren't any that would allow that. They all must be customer owned and on the customer's property. We had a discussion with them last Friday basically telling them that wasn't going to work. The other industrial customer in town wants to add two separate fields. One at 160 kilowatts and the other at 260 kilowatts. They want to own it and operate it on their premises, which falls under our guidelines with the exception that it's far greater than what we currently allow. I had included in the packet information from 30 separate communities under the AMP footprint, except for one. As you can see, it's all over the map of what they allow. One is as low as 5

kilowatts, several are at 25 kilowatts and several allow for loads for industrial customers. 100, 200, or 500 kilowatts seem to be a number that several of them use. What I wanted from these groups tonight was some direction on what you would like to do. Bear in mind that if we do decide to include a commercial and industrial load, we should put a cap on it so that we aren't taxing our system. Also, in regards to certain circuits, we need to put a maximum amount on those as well, so that we're not overloading certain areas of town. I asked for the electric department to attend tonight to answer any questions you might have about what could be too much. I don't know that I have a recommendation to make. I feel like I would like to offer a commercial and industrial load just because I think that's the direction we're going to go. I think many communities are going to be tackling this very same issue because solar is becoming more and more popular, but at the same time, every kilowatt of solar we're adding to our system is taking away from our revenue, to put it bluntly. At the same time, our current rules allow for loads up to 75% of their peak load and then we reimburse them at a rate of 50% of that. That isn't in monetary amount, but they are credited in kilowatts. We currently have 8 residential customers that take advantage of the 25 kilowatt maximum load and obviously none are commercial or industrial. I guess I just want some feedback on what you guys are interested in. Weitzel stated that I have a couple of questions. First of all, since we're typically talking about a balance of load and voltage, are there areas in town that can't handle this? Are there areas in town where you would only want to recommend this type of commercial system? Or are there none that you feel comfortable with? Kuhlman replied I don't feel comfortable introducing solar into our industry. If we do that, I would run comparative to what other public utilities are running, which is very small. Weitzel stated my concerns and I think your concerns are the stability of our system. If it causes a potential instability, you would be the ones to tell us. Kuhlman stated there are harmonics and stuff involved, but the biggest issue is that we set up our system and filled it to maintain, provide and collect. That's the balance right now. That's how we set our budget. We still have to maintain the power for them because it's not sunny every day. We base our finances on the revenue that we take in. We would have to still maintain everything and allow industry to put in solar. I'm against it. Residential is just a morsel of our system. When you start putting in industrial solar, you start taking a big bite out of the city. As the Superintendent you're stabbing yourself in the back. I'm not a big fan of this. Small replied that's the exact argument that we made with the individuals last week that wanted to add the one Meg field. We have a system to support that takes X number of personnel and millions of dollars' worth of equipment and materials. When people start chewing away at that, you still have the system to support, but without the revenue. Weitzel stated that our rule seemed to be fashioned around a residential area attempting to lower their usage. We wrote the rule that made it sound like it was a pd system that would be used to help assist their normal load. Now we're talking about an industrial system that is basically being set up to sell electricity. That's at least the way I felt about it. It's can we put a system in where in theory we follow the rules and provide for our needs on our property, but there would be a large amount that would be overcapacity going on our grid. Small replied I think in this case they wanted to support their own load. I don't know how much excess capacity they might have based on what they do. They won't be able to sell any of it back. It goes back out and they get credit for it on their bill. The other one wanted to sell it outright and that was what their whole business model was around. Weitzel interjected that it barely squeezes into the rule except for the size. Small stated as Mike said when we started discussing this a couple of months ago every time the federal government comes out with these big credits you get this influx of people who want to add solar. That's exactly what's happening now. That's what the guy told us last week. They seek out these credits and when they see them, they pounce. They try to get people to buy their systems and they promise cheap power for X number of years. Then sell the system for a \$1. At that time, the systems are pretty much worthless. In this case, the customer wants to buy their panels and inverters on their property to support their energy load. Weitzel asked only in a commercial

situation, right? Small replied correct. Weitzel stated we have only really provided for residential. Small replied correct. We have only ever provided for residential customers. Weitzel stated I think I asked all the questions I have and received all the information I needed to hear. Small stated I don't know if there's any stomach for adding any commercial or industrial loads. Prigge asked if industrial and commercial get a cheaper rate than residential? Garringer replied that it's certainly tiered depending on their usage, so most likely yes. It's by volume. They get breaks the more they use, which would be far more than what a residential customer would use. Prigge stated that if they chose to put in a system, we could charge them at a residential rate. They were taking on that risk if their solar went down. Comadoll stated my personal opinion is that we have a system in place and there's nothing wrong with it, so leave it the way it is. Bialorucki asked what the pros of adding industrial? Small replied from our perspective to be customer friendly. In terms of the City and what we gain from it there aren't any pros per say. It's basically just being customer friendly. As I said earlier, I think more and more communities are going to be faced with this decision to add greater loads of solar to their systems. Again, it's not something I sought out. If I hadn't been approached by the second entity, the one I'm currently speaking of, you wouldn't have heard this because I suspected the first one was exactly what it was and we shot them down. It was very timely that the second one came forward. I told them I would look into it and take it to committee, so that where we stand. In terms of benefit to the City of Napoleon it's simply to be customer friendly. Bialorucki stated to dumb it down a bit I'll give you an analogy. This is like if I were to own a restaurant and a group of people came in, but brought their own food and wanted me to cook it. I can't sell my food, but I have to cook their food and give it to them. Small stated I thought of an analogy last week after I had that meeting. It's similar only different. It's like a bunch of people who go to Snyder's wanting to sell Toyotas out of their business. They're not going to say "no", they're going to throw them out. Kuhlman stated aren't we customer friendly now at \$0.12. We're rarely out of power and when we are it's just for a few minutes. We're nationally rated and have reliable power. Weitzel replied that's the point I was trying to get to. Here's a system that we took a good time building and it's working really well. I don't know that I felt comfortable even with the initial one when I saw it first made because I thought it was already an issue that might cause problems in the future. I have to agree with the colleagues out there that I don't think we partially need to threaten the system for more friendly services. Small stated what we currently allow isn't out of line. One way or another, it's very in line with other municipalities. All of our rules that I outlined in my memo are very similar, with the exception of a few wording changes. The rules of what is and isn't allowed are very similar. If it's agreed upon by the bodies that we don't touch the rules, that's fine. It's not like we're not offering anything. Bialorucki stated Small, I appreciate all the work you did. This wasn't just if we wanted to do this or not for you to list 30 communities; it's incredible how much work you put in. Small replied that it was fascinating. Weitzel asked if anyone from the electric committee had a motion to change the rules? Durham asked if this is a matter of retaining the business? Small replied I don't believe so. Durham stated that if so, I would like to find a different way to work with them, but I don't think this would be the solution. Small replied that they know about the credits and that is exactly why they approached me. They wanted to do it while the credits were still available. All I did was promise that I would investigate it. Durham stated I came in with no predetermined decision on it, so Weitzel I really appreciate your questions and all the information from the professionals. At this point I'll tend to agree, no action is needed here.

Prigge stated I have a questions that's a little off subject. With Edison doubling their rates to \$0.14 and a lot of people in Edison land is looking at these other groups that are offering 5-6%. How does that work? Our church got the same thing a couple times. You call them back and they never call back either. Small asked if he meant other outside companies? Prigge replied yes. How does that work? Small replied I'm not sure the nuts and bolts of it, but through deregulation that took place close to 20 years ago they



*City of Napoleon, Ohio*

**SPECIAL MEETING AGENDA**

for a Joint Meeting of the

**WATER, SEWER, REFUSE, RECYCLING & LITTER COMMITTEE**

with

**BOARD OF PUBLIC AFFAIRS**

**Monday, September 11, 2023 at 6:30 PM**

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

- 1) **Approval of Minutes: June, 12, 2023** (in the absence of any objections or corrections, the Minutes shall stand approved).
- 2) **Water Purchase Contract with Malinta**
- 3) **Any Other Matters to Come Before the Committee**
- 4) **Adjournment**



Marrison Flogaus - Clerk of Council

*City of Napoleon, Ohio*  
**WATER, SEWER, REFUSE, RECYCLING & LITTER COMMITTEE**  
**SPECIAL MEETING MINUTES**  
Monday, June 12, 2023 at 6:00 pm

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**PRESENT**

Committee Members	Dr. Dave Cordes-Chair, Ross Durham, Robert L. Weitzel
City Manager	J. Andrew Small
WWTP Superintendent	Jeremy Okuley
WTP Superintendent	Jeff Weis
Dir. Public Works	Chad E. Lulfs, P.E., P.S.
Acting Recorder	Roxanne Dietrich
Others	Northwest Signal, Daryl Bowling-USG Water

**ABSENT**

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CALL TO ORDER

Dr. Cordes, Chair of the Water, Sewer, Refuse, Recycling and Litter Committee called the meeting to order at 6:00 pm.

APPROVAL OF MINUTES

In the absence of any objections or corrections, the minutes from the April 11, 2022 meeting were approved.

UPDATE ON THE WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT

Okuley stated the new headworks building is nearing completion and the start up is scheduled for the week of July 10th. A new recirculation building/ primary settling tank is moving along nicely and we expect it to start up later this summer. The only piece of equipment that we haven't got was a digester sludge mixer pump, which is holding us up getting our digestors revamped. The last we heard it was going to be shipped out today, but we've hear that before. Cordes asked if this was due to a supply chain issue? Okuley replied everyone else has been slow, but we eventually got the stuff. We're just having trouble with this specific item and I'm not sure why. The new generator is installed. We're just waiting for the company to start it up. Another thing you really don't see is the underground work. We're doing a lot of underground work right now, for example, electrical updates. We have a lot of really good things going on. The original contract bid was \$11,317,000 and the change orders to date is \$412,320.10, which is a total of \$11,729,320.10. The construction companies met the deadline on dewater operational. The completion date of September 28, 2023 is probably a little unrealistic and I think they will update that pretty soon. The Van Hying Pump station construction is nearing completion and start up is scheduled for the 15th of June. Palmer Ditch Pump Station plans will be available June 14th and bid opening is scheduled for July 12th. The completion deadline for completion is March 2024. Cordes asked if most of the projects are on schedule? Okuley replied the two pump station projects are going pretty well, but may be a little behind. The Van Hying project had issues with getting into the bedrock. The main construction project plant is a little slow. We had delays. The Palmer Ditch Pump Station project is going to be fine since it is smaller. Small stated I stopped out at the plant today because I haven't been down there since January. It's very impressive and a ton of work is going on. When it's all said and done I'd love to get Council down there. It's a very impressive facility. There's a night and day difference as to what it was 20 years ago. Durham stated that it's an interesting tour for sure. Okuley replied it's a little troublesome getting around the plant right now. Durham asked if any change orders were on the horizon? Okuley replied yes. I can't remember what they are off the top of my head, but there will be some. Durham stated that we're only 4% in our 10% contingency, which is great.

USG REVIEW OF SOUTH WATER TOWER INSPECTION AND FUTURE STEPS

Weis stated I asked Daryl from USG to come up here and to discuss our south water tower's condition assessment. The tower is probably due for a paint coating. Daryl will explain their process. They take care of quite a few towers around the county and quite a few here in Ohio. Daryl stated we did a condition assessment for both the south tower and the north tower, but the focus will be on the south tower. I'd like to give a little back ground on USG. We are the North Americans leader in water asset management and infrastructure around the United States. We have about 6,000 municipal and industrial customers. We have about 8,000 assets under some sort of service contract. In 2022 we did 1,900 water tower renovations. We're going to do more renovations in one summer than most places do in their career. We are definitely subject matter experts. One thing were proud of is our ISO 9001 certification, which is basically a quality audit certification from a third party saying we do what we say we're going to do contractually along the way. It's very critical if you're going to do business with any industrial clients. We have 5 different lines of business: water towers, water quality, concrete and treatment plant rehabilitations, pipe line projects on water lines and AMI metering projects. We just wrapped up a large project in Mansfield with 22,000 meters. Our program is different from a traditional bid process. Everything we're doing is going to help maintain Ohio UPAS management reviews. They want every asset identified, condition assessments, plans on how to maintain the asset and yearly assessments documented to make sure the infrastructure is being maintained properly. All of that falls under the Ohio Revised Code. Not only are we ISO9000 certified, but we are also up to OASHA, SSPC coating, AWWA and EPA standards. Also, we are NACE Certified. One of the other factors we look at is the current coating systems. We take a sample and send it off to the lab. The exterior has a pigmented acrylic coating and the interior roof has a pigmented epoxy coat. We have chemical guys in the background who love all that stuff. It's important to know what the exterior coating is made of so we overcoat it with something compatible. For example, let's say this room is coated in a water base paint you wouldn't want to put acrylic oil base paint over it because it would not chemically adhere. One of the things that happen is that people get that part incorrect. Our test for lead came back less than 50, which means there's really nothing there. With the water tower being built in 2005 there shouldn't be any lead, but we're still required to do the test and provide documentation. We tested this tank a little while ago and we said it would need an exterior overcoat in about 12-18 months, which puts us around 2024. The type of coating matters. There's a tank in Circleville Ohio whose coating was falling off and we found that it was due to an incompatible coating applied by a different contractor. We had to blast everything off and start back over. That's why knowing the coating type is so critical. For the southside tower we're recommending to replace the safety device as this particular one is a little bit older. It allows you to put a safety device upside down, which means it wouldn't break or lock if you happen to fall. We're recommending to take that off and replacing it with a newer one that's up to standards for today. It's a 3/8 inch stainless steel cable with a trolley that cannot be put on upside down. All the dry coatings look pretty good. There are a couple places towards the bottom of the bowl where we have some rust starting. We believe that needs touched up. That area is not going to make contact with water, nor can you actually see it when you drive-by. Basically you just want to make sure you stop any rust. We're recommending to replace the roof because the 10 state standard has new guidelines of what a roof vent should be. The current one does not have the mesh the EPA wants. The rigging coupler is sealed and closed making it sanitary, which is what you want. The dry film thickness on the roof average is 8.29, which is good. You can actually continue to overcoat a tank for years and years until that number gets to mid-30s or possibly 40. Once we overcoat the tower it's will add about 6-7 more mils to the dry film thickness. That will put your dry film thickness at about 15. The coating will last another 12-14 years. The tower can be over coated multiple times until the thickness reaches 30-40. When that time comes you have to sit down and think about blasting, but that's a long way off. We're not allowed to enter the water chamber, but we did take some pictures from the inside. To get the pictures we use a GoPro camera attached to a selfie stick. In these pictures you can see the drinking water and the coatings. The coatings look like they're in very good shape. There are some areas in the inside with rust and corrosion. In about four years it would be time to deal with the interior coatings. The AWWA spec allows you to overcoat the exterior, but not the interior because it comes in contact with the water. You have to blast the

interior coating and put a new one on. There's are a few regulations that came out in January of this year from the NSF, which basically says there has to be zero VOCs in the coatings. The original coatings that came in contact with the water were solvent-based and were leaching into the water. You don't have to take out your existing coatings but the rules says when you apply a new coating it has to be zero VOCs. There are no major repairs needed for the tower. Let's go over what this would look like at a budgetary standpoint. Here's a 10 year plan to keep you compliant. Let's start with start with 2024. We would overcoat the exterior, wash out the interior and start the repairs. The second year we will do a visual inspection. The third year we'll probably due nothing. Then the fourth year we would redo the interior coating. The budgetary price for this is \$256,000. That price would be spread out over four years, which would come to \$64,000. On year five there would be another visual inspection. A visual inspection is basically where you leave the tank in service and we just come and look at it like we did for the original condition assessment. We then make documentation of the condition, so when you do your sanitary survey with EPA there's documentation that someone is checking out the water towers for compliance. We know what they're looking for, so it's all in the report. We're different than most other companies. We do all the work ourselves. We do engineering, paint coatings and permits. A lot of the time projects are permitted by someone at the city, but we want to do the whole process. We want to be in control of the whole process to be completely honest. We work with all the cities around, we are familiar with the EPA, permitting process and prevailing wages. The north tower was recently painted. There would be no major work to be done over the 10 years. You would just need visuals and washouts to make sure it stays compliant. The price should be around \$15,000 for the 10 years. It's more preventative in case we see something that needs to be repaired. Weis stated we already do a visual every three years and washouts every five years. Instead of using different companies we would have someone who would take care of both of our towers and be on the same program. Daryl stated a lot of people like spreading the payments out, so that you're not hit with surprises. Also, from the finance side you know what that's going to cost and you can build your rates off that. Does anyone have any questions or thoughts? Durham asked if the tower would be taken completely out of service during the time that you're working on it? Daryl replied yes. That's a good question because people think just because we're painting the outside you can leave water in there. You can't leave water in the tank because it condensates and we can't have water dripping. In order to control the steel temperature the tower has to be drained. I'm not trying to confuse anyone, but I'm going to talk about another interior coating. I was hoping to have a budgetary price for today, but I don't. There's another interior coating that used to line portable drinking water pipes. If you remember NSF created a higher standard, which doesn't allow solvents. This is another non-solvent-based coat. It's called 100% solid. We're using this at the City of Akron. Nobody knows how long this coating will last because it's only 27 years old. Third-party labs have said it would probably last 75 years or longer. Right now, about every 20 years or so you have to replace the interior. With this type of coating it would last 75 years or more. It does cost a little bit more on the front end, but the long term cost of the asset goes down. When we get closer I'll be giving Weis a price, so you guys can look at to figure out which direction you want to go. Either one would be NSF approved. Durham asked Weis if he could give a little insight about how we partnered with Daryl ? Weis replied we talked to neighboring communities and a lot of people around here have used USG. Back in 2018 we had to sandblast the inside and the outside of the north tower, which was a very high expense. In talking with everyone else it's so much more of a seamless process. It takes the thinking out of it and you're protected. We don't want the south side tower to get as bad as the north tower. Just so you know we already do the visual inspections and wash outs, so we have that cost anyways. It's not like that'll be a new expense. Instead of hiring three different companies to do the work we would only have one. We climb towers to change lightbulbs and the safety reels are not designed very well, but we aren't professionals. This way I could give them a call and if they're close by they can come in to change the lightbulbs. It's a convenient service piece. If I have the EPA coming I can call USG and have them send me the last report from our visual inspection. It makes everything a lot nicer. Small stated I want to piggyback on what Weis just talked about. A few months back Weis mentioned USG and their services. A week or so later I was at the AMP board meeting and I happened to spend some time with the Director of Public Utilities of

Bryan. I don't know how we got on the topic of conversation, but he mentioned USG and their asset management program. I asked him how he liked it and he told me that he loved it. Cordes asked how do you repair the area when you do your X test? Daryl replied typically we just put a primer on it and paint over. Durham asked if we could potentially save any money if they were to blast it now versus doing it in 15 years? Daryl replied no. For being as low as it is, you can continue to replace it at least 3 times. We've been in business since 1963. Since 1963 we've had utilities that no other company has touched except for us. I can tell you that no one else around here has ever taken paint chips samples and sent them off to be analyzed. If there's a cheaper way they're going to do it and run away hoping it stays on. We're here to stay and we've been around forever. We want your water tank to be the most economical thing you can run long-term. Cordes stated the dum dums on the Bryan tower look really good. I wonder if we have the opportunity to reach out to one of the local businesses like Campbell Soup to use their logo to cover some costs. The tower is very visible from 108. I've talked to people at Campbell Soup and they said you'd be surprised about how many people stop and want to take a picture with their water tower. That's something we could possibly do to help defray some of the cost as long as there's a business that would like to have some advertising. Small stated right now it has the AMP Public Power Community logo on it and I believe that helped defray the costs back when we did it. Daryl stated one thing I would like to add is that you should think about it through all aspects. We've painted something on a tower before where the employer left and there wasn't an exit strategy, so we had to go back over and repaint the tower. I'm not trying to be the negative guy in the room by all means I just wanted to inform you. Cordes replied thank you. I'm glad you brought that up. I didn't even think about it. Daryl stated we had the same conversation with the folks in Bryan. We let them know that if they wanted it painted over the city would have to pay to have it repainted. Just make sure you think through the balance of it as well and think of other employers who may have an issue. For example, the big one that comes to mind is the Florence Kentucky water tower that says Florence Y'all. It used to say Florence Mall, but all the small businesses around got frustrated because it was just highlighting the mall. Someone found out there was a signage ordinance that says you can't have a sign more than X amount of feet and they considered that a sign that was too high, which is why we had to change it. Cordes replied I'm glad you brought that up. I'd rather hear it ahead of time then find out after we already paid the price. Would it be easier to change a smaller logo? Daryl replied it might be shaded in that area. Cordes asked if it increased the cost to do a different colors of paint? Daryl reply it depends on how intricate you get. It can get expensive. We're going to be repainting the tower in Swanton in a few months and they wanted to redo all of their artwork. I could show you a couple examples of things we've done for others or if you have a piece of artwork we can help develop as we have a great art department. The price that we've given you includes only what's already up there. Durham asked from here what are the next steps? Do we just discuss this at budget time and circle back in 2024? Daryl replied yes as long as we had something contractual in place by the end of this year or even January. That will give us plenty of time to figuring out a plan. As long as we have this painted by the fall of next year it will be fine. We just have to work a timeline out amongst you and us. Durham asked if it's possible this proposal changes between now and then? Daryl reply yes, it's just like everything else prices change in our world every 60 to 90 days. All of our resins and coatings continue to change on a regular basis. I doubt it will change radically, but it will change a few percent. Cordes asked when will you have the new internal coating price? Daryl replied I was hoping to have it today. I would imagine I would have it by next week. We're actually renegotiating some of the prices on that right now. I think it's something you need to take a hard look at. It's going to cost more up front, but it'll be a cost reduction in the future. Cordes asked if we needed to patch the inside or replace it in four years? Daryl replied the whole interior needs done. Weis stated we wouldn't have to make a decision on that until prior to year four. Daryl stayed if you made a decision about it before hand we could spread the cost out through the four years. Instead of the \$64,000 it would be more like \$75,000. Cordes asked tank needed to be blasted for the new interior lining? Daryl replied the AWWA's rule says the old product has to be stripped off regardless of which product you choose.

ADJOURNMENT

Motion: Durham

Second: Weitzel

to adjourn the Water, Sewer, Refuse, Recycling & Litter Committee at 6:50 pm

Roll call vote on the above motion:

Yea-Dr. Cordes, Weitzel, Durham

Nay-

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

**Approved**

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Dr. Dave Cordes - Chair

DRAFT

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, "Effective Date" between the CITY OF NAPOLEON, OHIO, 255 W. Riverview Avenue, Napoleon, Ohio 43545, hereinafter referred to as the "Seller" and the VILLAGE OF MALINTA, OHIO, 103-1/2 Turkeyfoot St., Malinta, Ohio 43534, hereinafter referred to as the "Purchaser". When referencing both the Seller and the Purchaser together, they shall be referred to as the "Parties".

WITNESSETH:

Whereas, the Purchaser is organized and established under the provisions of the Ohio Revised Code, for the purpose of constructing and operating a water supply distribution system serving water users within the area described in plans now on file in the Office of the Purchaser and to accomplish this purpose, the Purchaser will require a supply of treated water; and,

Whereas, the Seller owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the Seller's system and the estimated number of water users to be served by the said Purchaser as shown in the plans of the system now on file in the Office of the Purchaser; and,

Whereas, Resolution No. \_\_\_\_\_ was enacted on the \_\_\_\_ day of \_\_\_\_\_, 2023, by the Seller for the sale of water to the Purchaser in accordance with the provisions of this Agreement; and,

Whereas, Resolution No. \_\_\_\_\_ was enacted on the \_\_\_\_ day of \_\_\_\_\_, 2023, by the Purchaser for the purchase of water from the Seller in accordance with the provisions of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth,

A. Representations of the Seller:

**1. Quality and Quantity:** To furnish the Purchaser at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable quality standards of the Ohio Department of Health and The Ohio Environmental Protection Agency in such quantity as may be required by the Purchaser not to exceed 300,000 cubic feet per month.

**2. Pressure:** That water will be furnished at a reasonably constant pressure calculated at no less than 35 lbs./sq. inch from an existing 12-inch main supply approximately 400 feet east of State Route 108 (Perry Street South) in the Williams Street right-of-way. If a greater pressure than that normally available at the point of delivery is required by the Purchaser, the cost of providing such greater pressure

shall be borne by the Purchaser. Emergency failures of pressure of supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service. Initially the Purchaser will use the available pressure from the Seller's water system to supply their distribution system; however, the Purchaser has the right to install a booster pump station whenever the Seller's water system is unable to supply sufficient pressure.

**3. Point of Delivery:** Seller shall furnish, install, operate and maintain the necessary metering equipment at the point of delivery for properly measuring the quantity of water delivered to the Purchaser and to calibrate such metering equipment as needed, but not including the meter pit. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous reading of any meter disclosed by test to be inaccurate shall be corrected for the six months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless Seller and Purchaser shall agree upon a different amount. The metering equipment shall be read monthly. An appropriate official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying its readings.

**4. Billing Procedure:** Seller to furnish the Purchaser at the above address not later than the 10th day of each month, with an itemized statement of the water furnished the Purchaser during the preceding month, unless unforeseen circumstances occur that would prohibit the ability to provide a timely statement.

B. Representations of the Purchaser:

**1. Water Purchasing:** To purchase water solely from the Seller so long as there is sufficient amount available for its needs.

**2. Water Payment:**

(a) To pay the rate of \$8.89/1,000 gallons of water, subject to increases reviewed by the Water Rate Review Commission and City of Napoleon Council approval and subject to increases already approved by the Napoleon City Council.

(b) There shall be a monthly minimal charge which shall be computed by using as a base a minimum usage of 30,000 cubic feet and multiplying this base by the charges as shown in 2 (a).

(c) Prior to any use of water line(s) constructed and installed by it, Purchaser will pass a resolution to adopt or approve rules and regulations governing the use and control of such line(s) which shall be substantially identical in substance, form, intent, and purpose to those passed by or amended by the Seller.

(d) The Purchaser shall not add any one user as a customer who will use over 66,845 cu. ft. (500,000 gallons) per month, without prior approval of the Seller. The Purchaser and Seller agree that this provision is intended to provide a review process solely for the purpose of determining whether the Seller's water system can physically support the additional demand without adversely affecting pressures or flows in the Seller's system.

The Seller reserves the right to refuse the additional request or service only in the event that:

- i) There would be an adverse impact on the Seller's water system, including, but not limited to, pressure, flow, quality, necessity for reconfiguration of water delivery point, increased meter size and testing.
- ii) The Purchaser cannot or will not provide additional measures or compensation to fully mitigate the adverse impact.

**3. Point of Delivery:** To furnish, install, operate and maintain at its own expense at point of delivery, the necessary materials and equipment, including the meter house or pit, valves and required devices of standard type for properly operating metering equipment. An appropriate official of the Seller at all reasonable times shall have access to the meter for the purpose of verifying its readings.

C. Representations of the Parties:

1. **Term of Contract:** The term of this contract will commence on the date given herein, \_\_\_\_\_, 2023, which is herein acknowledged as the "Effective Date," and shall end after a period of sixteen (16) years, \_\_\_\_\_, 2039. If Seller wishes to terminate this contract upon the expiration of this sixteen (16) year term, then Seller will provide Purchaser written notification, by certified mail, not less than twelve (12) months prior to the expiration date given above of Seller's intent to terminate. If Purchaser wishes to terminate this contract upon the expiration of this sixteen (16) year term, then Purchaser will provide Seller written notification, by certified mail, not less than six (6) months prior to the expiration date given above of Purchaser's intent to terminate. This contract shall be automatically extended for a period of ten (10) years, to \_\_\_\_\_, 2049, unless terminated as described above by either party.
2. **Water Rate Review Commission:** Within one hundred eighty (180) days from the execution of this contract, the Seller agrees to establish a Water Rate Review Commission as a standing body that will review water rates on an as needed basis and make recommendations to City Council related to the review and establishment of water rates. The Commission shall meet with the Napoleon Board of Public Affairs and the City Council Water, Sewer, Refuse, Recycling and Litter Committee at the designated times to review items that could impact water rates. The Commission will consist of at least two (2) members from Napoleon, appointed by City Council and one (1) member of any

community that is party to a contract with the City of Napoleon for purchasing water. The Commission shall also review contracts for any communities that would enter into contracts with the City of Napoleon Water System and would have a seat on the Commission to ensure that the terms and conditions of the contracts are congruent with this contract.

3. **Failure to Deliver Water:** That the Seller will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Purchaser with quantities of water required by the Purchaser. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to the Seller is otherwise diminished over an extended period of the time, the supply of water to Purchaser's consumers shall be reduced or diminished in the same ratio or proportion as the supply to Seller's consumers is reduced or diminished.
4. **Modification of Contract:** That the provision of this contract pertaining to the schedule of rates to be paid by the Purchaser for water delivered are subject to Section B of this agreement. Other provisions to this contract may be modified or altered by written mutual agreement.
5. **Regulatory Agencies:** That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State and the Seller and purchaser will collaborate in obtaining such permits, certificates, or the like as may be required to comply therewith.
6. **Miscellaneous:** That the construction of the water supply distribution system by the Purchaser may be financed by a loan made or insured by, and/or a grant from the United States of America, acting through the Farmers Home Administration of the United State Department of Agriculture, and the provisions hereof a Home Administration of the United States, and the provisions hereof pertaining to the undertakings of the Purchaser are conditioned upon the approval, in writing of the State Director of the Financing. If the Purchaser obtains alternate financing, the Purchaser certifies that it will do all necessary undertakings required by alternate lender.
7. **Successor to the Purchaser:** That in the event any occurrence rendering the Purchaser incapable of performing under this contract, any successor of the Purchaser, whether the result of legal process, rights of assignment, or otherwise, shall succeed to the rights of the purchaser hereunder.
8. **Operations and Maintenance Agreement:** The Parties may agree in a separate Operations and Maintenance Agreement for the Seller to take responsibility for the Operations and Maintenance of the Purchaser's water system, which may include, but is not limited to, billing, leak detection, hydrant flushing, operating a backflow program, providing a certified Operator of Record, valve exercising, asset management, Meter reading, tower inspections and maintenance, hydrant maintenance, capital improvement planning, adopting an asset management plan and contingency plans, maintaining parts

inventory for inevitable repairs and maintenance, and incorporating the water system into a GIS program. The Operations and Maintenance Agreement will detail the costs associated with operating and maintaining the Purchaser's water system.

9. **Purchaser Termination:** Purchaser shall notify the Seller in writing of the Purchaser's desire to terminate the Agreement. The Agreement shall terminate after 180 days of the notice of termination. Purchaser shall pay a fee in the amount equal to the previous 24 months of water purchases starting from the date of the receipt of the notice of termination if the Purchaser decides to terminate the contract effective prior to the contract expiration date. The fee is justified to maintain the long-term financial stability of the water system. Purchaser agrees to pay the full cost of any work needed to disconnect from the Seller's water system connection point at the time of termination. The aforementioned fee shall not be imposed in the event Purchaser exercises its right not to renew the contract.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in four counterparts, each of which shall constitute an original.

SELLER:

The City of Napoleon, Ohio

By: \_\_\_\_\_  
J. Andrew Small, City Manager

Attest:

\_\_\_\_\_  
Marissa Flogaus, Clerk of Council

Approved as to Form:

\_\_\_\_\_  
Billy Harmon, Law Director

PURCHASER:

The Village of Malinta, Ohio

By: \_\_\_\_\_  
Curtis Badgley, Mayor

Attest:

\_\_\_\_\_  
Clerk

Approved as to Form:

\_\_\_\_\_  
Village Solicitor



# City of Napoleon, Ohio

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

## Memorandum

**To:** City Council, Mayor, City Manager, City Finance Director, Law Director, Department Supervisors, News-media  
**From:** Marrisa Flogaus –Clerk of Council  
**Date:** September 08, 2023  
**Subject:** Municipal Properties, Building, Land Use and Economic Development Committee – Cancellation

The regularly scheduled meeting of the Municipal Properties, Building, Land Use and Economic Development Committee for Monday, September 11, 2023 at 7:30 pm has been CANCELED due to lack of agenda items.

*City of Napoleon, Ohio*  
**BOARD OF ZONING APPEALS**  
Meeting Agenda

BZA 23-02 – Variance to Property Setback at 800 Clairmont Ave.

**Tuesday, September 12, 2023 at 4:30 pm**

*Location ~ Council Chambers, 255 West Riverview Avenue, Napoleon, Ohio*

1. Call to Order
2. Approval of Minutes – June 13, 2023. (In the absence of any corrections or objections, the Minutes shall stand approved)

3. **New Business**

BZA 23-02 – Variance to Property Setback at 800 Clairmont Ave

An application for a public hearing has been file by Patrick Hoover of 800 Clairmont Ave. Napoleon, Ohio 43545. The applicant is requesting a variance to Section 1147 regarding the building setback in an R-2 Low-density residential District. 800 Clairmont Ave. PN: 410095500340. The applicant is requesting the variance to build a new garage structure where the old garage was that was damaged by fire. The Variance would be for a side set back of 7' feet.

5. Closing Remarks
6. Adjournment.



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Marrisa Flogaus – Acting Clerk

*City of Napoleon, Ohio*  
**BOARD OF ZONING APPEALS MEETING MINUTES**  
Tuesday, June 13, 2023 at 4:30 pm

BZA 23-01 ~ Variance to Property Setbacks at 718 Strong Street, Napoleon, OH

**PRESENT**

Board Members	David Dill-Chair, Larry Vocke, Steve Small, Lynn Rausch, Jordan McBride
City Staff	Kevin Schultheis-Code Enforcement/Zoning Administrator
City Manager	J. Andrew Small
Acting Clerk	Roxanne Dietrich
Others	Northwest Signal

**ABSENT**

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CALL TO ORDER

The Board of Zoning Appeals the meeting was called to order by the Acting Clerk at 4:30 pm.

RE-ORGANIZATION OF BOARD

The Acting Clerk asked for Nominations for Chair of the Board of Zoning Appeals Board. Rausch nominated David Dill.

Motion: Rausch                      Second: Vocke  
to nominate David Dill as Chair of the Board of Zoning Appeals.

Roll call vote on the above motion:  
Yea-Vocke, McBride, Small, Rausch, Dill  
Nay-

**Yea-5, Nay-0. Motion Passed.**

APPROVAL OF MINUTES

The minutes from the November 8, 2022 meeting were approved as presented.

NEW BUSINESS

BZA 23-01 - Variance to Section 1147 regarding Building Setback at 718 Strong Street, Napoleon, OH. Dill read the background on BZA 23-01. An application for public hearing has been filed by Sarah Sonnenberg of 718 Strong St., Napoleon, Ohio. The applicant is requesting a variance to Section 1147 regarding the building setback in an R-3 Moderate Density residential district. 718 Strong St. PN: 410095471800. The applicant is requesting the variance to build a new garage structure where the old garage was that was damaged by a tree. The Sonnenberg's would also request an additional 10 feet to the back of the structure.

RESEARCH AND FINDINGS

Schultheis presented his research and findings for BZA 23-01: - Variance to Section 1147 regarding Building Setback at 718 Strong Street, Napoleon, OH. The applicant is requesting a variance to Section 1147 regarding the building setback in an R-3 Moderate Density residential district. The applicant is requesting the variance to build a new garage structure where the old garage was that was damaged by a tree and they request an additional 10 feet to the back of the structure.





# City of Napoleon, Ohio

## Kevin Schultheis, Zoning Admin.

### Code Enforcement

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

JULY 28, 2023

### **Memorandum**

To: Members of the Board of Zoning Appeals  
From: Kevin Schultheis, Zoning Administrator / Code Enforcement Officer  
Reference: Variance to Property Setbacks  
Meeting Date: September 12, 2023 @ 4:30 pm  
Hearing: BZA-23-02

### **Background:**

An application for a public hearing has been file by Patrick Hoover of 800 Clairmont Ave. Napoleon, Ohio 43545. The applicant is requesting a variance to Section 1147 regarding the building setback in an R-2 Low-density residential District. 800 Clairmont Ave. PN: 410095500340. The applicant is requesting the variance to build a new garage structure where the old garage was that was damaged by fire. The Variance would be for a side set back of 7' feet.

### **Research and Findings:**

Upon approval of this variance and issuance of a zoning permit, a building permit from Wood County Building Inspection shall be required.

### **Standards for a Variance:**

The Board, after a hearing, may grant a variation from the regulations of the City's Planning and Zoning Code, but only when such variation is in harmony with the general purpose and intent of the Planning and Zoning Code, and the Board finds all of the following:

- (a) That there are exceptional or extraordinary circumstances or conditions applicable to the property or to the intended use that do not apply generally to the other property or use in the same vicinity or district;
- (b) That such variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same vicinity or district but which is denied to the property in question;
- (c) That granting such variance will not be materially detrimental to the public welfare or injurious to the property of improvements in the vicinity or district in which the property is located;
- (d) That granting such variance will not alter the land use characteristics of the vicinity or district, diminish the value of adjacent land and improvements, or increase the congestion in the public streets.



# Application for Public Hearing

City of Napoleon, Ohio

CITY OF NAPOLEON UTILITY DEPARTMENT

Public hearing to consider the following:

Batch 58535  
Sequence 11

Date 28 JUL 2023 Time 08:56AM

Account T/DN  
Name PATRICK HOOVER  
Document 348 CLAIRMONT

Pay Type Ch  
Refer 8235

100.00 each, after two  
Primary Plat of Development  
Change 9.00  
100.1700.46690

Wiley 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:

800 Clairmont Ave., Napoleon, OH 43545

Description of request:

Replace fire destroyed garage located  
2 feet off property line.

Patrick Hoover

OWNER(S) NAME (PRINT)

800 Clairmont Ave., Napoleon, OH 43545

ADDRESS- CITY, STATE, ZIP

419 591-8043

PHONE NUMBER

Patrick Hoover

SIGNATURE

contact - Jason Westhoven  
419-966-2094  
contractor

**\*\*\*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.**

Patrick Hoover

APPLICANT NAME (PRINT)

Patrick Hoover

APPLICANT SIGNATURE

800 Clairmont Ave

ADDRESS

Napoleon, Oh. 43545

CITY, STATE, ZIP

419-591-8043

PHONE

Hearing #:

Hearing Date:

Zoning District:

### Office Use Only

Batch #

Check #

Date



# City of Napoleon, Ohio

255 West Riverview Avenue, P.O. Box 151

Napoleon, OH 43545

Telephone: (419) 599-1235 Fax: (419) 599-8393

[www.napoleonohio.com](http://www.napoleonohio.com)

## Memorandum

**To:** Planning Commission, City Council, Mayor,  
City Manager, City Finance Director, City Law  
Director, Department Supervisors, News-media

**From:** Marrisa Flogaus –Clerk of Council

**Date:** September 8, 2023

**Subject:** Planning Commission – Cancellation

The regularly scheduled meeting of the **PLANNING COMMISSION** for Tuesday, September 12, 2023 at 5:00 pm has been *canceled* due to lack of agenda items.