

October 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	1	2	3	4	5
6	7 6:00pm Technology Committee-cancelled 7:00pm City Council	8	9	10	11	12
13	14 6:30pm BOPA 6:30pm Electric Com 7:00pm Water/Sewer 7:30pm Muni Prop.	15 4:30pm BZA 5:00pm Planning Commission	16	17	18	19
20	21 6:00pm Parks and Rec Commission 6:00 Tree Commission 7:00pm City Council	22 4:30pm Civil Service	23	24	25	26
27	28 6:30pm Finance and Budget 7:30pm Safety and Human Resources	29	30 6:30pm Parks and Rec Board	31	1	2



City of Napoleon, Ohio

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Memorandum

To: City Council, Mayor, City Manager, City Finance Director, Law Director, Department Heads, News-media
From: Mikayla Ramirez, Clerk
Date: October 4, 2024
Subject: Technology and Communications Committee – Cancellation

The regularly scheduled meeting of the **Technology and Communications Committee** for Monday, October 7, 2024, at 6:15 pm has been CANCELED due to lack of agenda items.

City of Napoleon, Ohio

CITY COUNCIL

MEETING AGENDA

Monday, October 7, 2024, 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. **Efficiency Smart Presentation**
- E. **Approval of Minutes** (in the absence of any objections or corrections, the minutes shall stand approved)
September 16, 2024, Regular Council Meeting Minutes
- F. **Citizen Communication**
- G. **Reports from Council Committees**
 - 1. The Finance and Budget Committee did meet on September 23, 2024, and;
 - A. Approved the 3rd quarter budget adjustments
 - 2. The Safety and Human Resources Committee did meet on September 23, 2024, and;
 - A. Reviewed the EMS costs and revenues
 - 3. The Technology and Communications Committee did not meet earlier tonight due to a lack of agenda items.
- H. **Reports from Other Committees, Commissions and Boards** (*Informational Only-Not Read*)
 - 1. The Civil Service Commission did not meet September 24, 2024, due to a lack of agenda items.
 - 2. The Parks and Recreation Board did meet on September 25, 2024, and;
 - A. Recommended to Council to increase the golf corporate membership fees by \$200
 - B. Recommended to Council to set Trick or Treat Thursday, October 31st, 2024 from 6-7:30 pm
- I. **Introduction of New Ordinances and Resolutions**
 - 1. **Ordinance No. 032-24**, An Ordinance supplementing the annual appropriation measure (supplement No. 3) for the year 2024; and declaring an Emergency (suspension requested)
 - 2. **Ordinance No. 033-24**, An Ordinance authorizing the Finance Director to make appropriation transfers (Transfer of Appropriation 3) from one appropriation line item to another appropriation line item pursuant to ORC. Section 5705.40 for the fiscal year ending December 31, 2024 as listed in Exhibit A; and declaring an Emergency (suspension requested)
 - 3. **Resolution No. 034-24**, A Resolution authorizing the Finance Director to transfer certain fund balances (Transfer No. 3) from respective funds to other funds pursuant to ORC. section 5705.14 on an as needed basis in fiscal year 2024, as listed in exhibit A; and declaring an Emergency (suspension requested)
 - 4. **Resolution No. 035-24**, A Resolution authorizing the City Manager to renew a contract with Werlor Waste Control & Recycling, Inc. without the necessity of public bidding; and declaring an Emergency
- J. **Second Reading of Ordinances and Resolutions-NONE**
- K. **Third Reading of Ordinances and Resolutions-NONE**
- L. **Good of the City** (Any other business as may properly come before Council, including but not limited to):

1. Discussion/Action: The Parks and Recreation Board recommends to Council to set Trick or Treat Thursday, October 31st, 2024, from 6:00pm -7:30 pm

M. Executive Session (concerning pending or imminent court action)

N. Approve Payments of Bills (In the absence of any objections or corrections, the payment of bills shall stand approved.)

O. Adjournment



Marrisa Flogaus – Acting Clerk

Efficiency Smart Program Progress Update

Prepared for the City of Napoleon
October 7, 2024



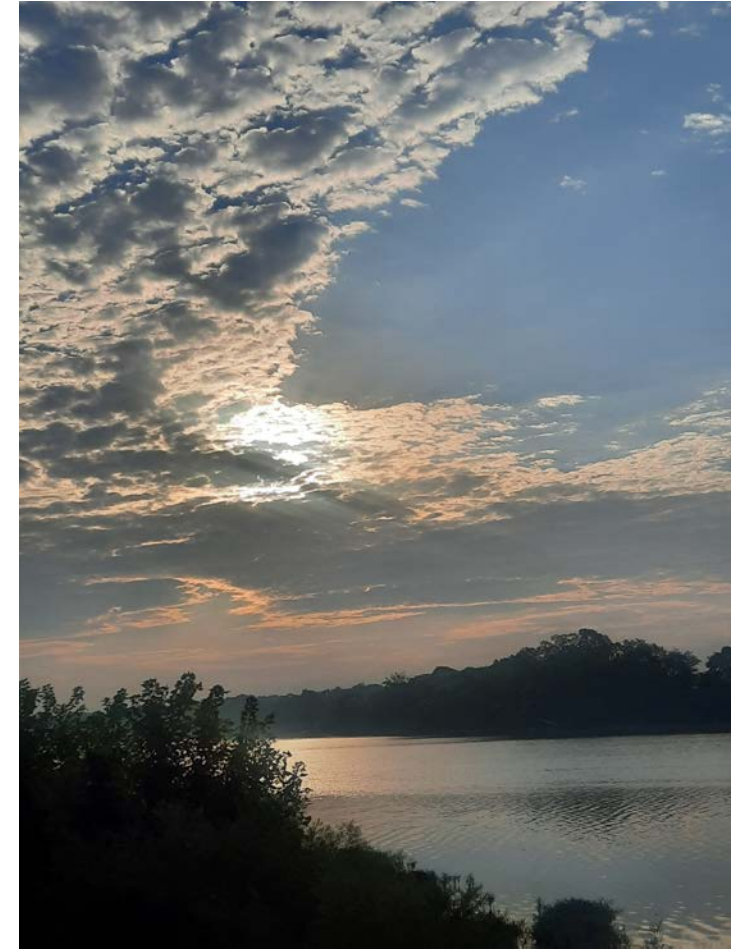
Why Municipal Utilities Participate in Efficiency Smart

- The most affordable way to meet power supply needs
- Increases customer satisfaction
- Powerful customer engagement tool
- Drives economic development



About Efficiency Smart's Program

- Serves all customer classes: small business, large commercial and industrial, residential
- Account managers, engineers, marketing, customer support
- Programs tailored to types of customers and industries
- Provides information and incentives to drive adoption of energy-efficient products and technologies
- Objective third-party
- Vendor neutral
- Cost-effective recommendations



Efficiency Smart Contract Progress

Results: September 30, 2023	Results: September 30, 2024
25% of the way through the contract	58% of the way through the contract
11% to MWh goal	89% to MWh goal
8% to kW goal	66% to kW goal

Efficiency Smart Contract Forecast

Napoleon's three-year contract ends December 31, 2025

- Forecast for the contract term:
 - 134% of the MWh goal
 - 102% of the kW goal
- Achieving those results will create:
 - 186% return on the city's investment
 - \$2.9 million in lifetime savings for your customers



Working with Napoleon Businesses

- Building off Napoleon business retention and growth efforts
- Strong pipeline of projects
 - 7 projects representing 6 businesses
 - 17 project leads representing 17 businesses



We were able to move forward with lighting upgrades at our commercial rental property in Napoleon a few years ahead of schedule thanks to Efficiency Smart and their rebates. The process was incredibly simple, and our tenants were very pleased with the upgrades. We were also delighted to learn that the program offers extra incentives to encourage purchasing from local suppliers and contractors. We now plan to do lighting upgrades at our other properties because of the Efficiency Smart program.



~ Brent Damman, Damman Energy, LLC

Helping Napoleon Residents Save Energy at Home

- Rebates redeemed: 52
- Appliances recycled: 148

“ I was so thankful for this service. They came to pick up my freezer in a timely manner and were so professional and respectful. The check came in just a few days after. Thank you so much for this service and I will be telling everyone what a great recycling program this is. ”

~ Vicky, Napoleon Resident



Residential Customer Engagement

- The most appliance recycling pickups scheduled of any Efficiency Smart community
- Regularly a top ten community for website traffic
- Strong Napoleon contest participation
 - Finalist for the Premier Volunteer contest (Kelli received 167 votes)
 - One 2023 Trivia Tuesday winner
 - 5 residents were finalists in the Focus on Community photo contest and the winner was from Napoleon

“ I received the gift card and the Energy kit yesterday. Of course I'll enjoy the gift card, but I have to say that kit is pretty incredible! Can't wait to figure out how to use it all. Have to engage the grandkids! Thanks to you and your organization! ”

~ Ellie, First Place Winner, Focus on Community Photo Contest



What's on the Horizon

- Trivia Tuesdays in November
- Black Friday Online Savings Store promotion
 - Likely thermostats, dehumidifiers, and air purifiers
- Appliance Recycling Rewards drop-off event pilot (opportunity for Napoleon to participate in 2025!)
- More business projects closing soon



For more Information About Efficiency Smart:

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Tim Boland

Director of Economic Development & Efficiency Smart |

AMP

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City of Napoleon, Ohio
CITY COUNCIL MEETING MINUTES
Monday, September 16, 2024, at 7:00 pm

PRESENT

Council Members	Ross Durham-Council President, Brittany Schwab-Council President Pro-Tem, Ken Haase, Robert L. Weitzel, Tom Weaver, Jordan McBride
City Manager	J. Andrew Small
Finance Director	Kevin Garringer
Law Director	Billy Harmon
Others	News- Media, Ed Legg-Police Chief, Brittany Roof-Human Resources Director
Clerk of Council	Mikayla Ramirez
Absent	Joseph Bialorucki-Mayor, Dr. David Cordes

CALL TO ORDER

Council President Durham 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 September 3, 2024, Regular Council meeting are approved as presented.

CITIZEN COMMUNICATION- NONE

REPORTS FROM COUNCIL COMMITTEES

The Electric Committee did not meet on September 9, 2024, due to lack of agenda items.

The Water, Sewer, Refuse, Recycling and Litter Committee did meet on September 9, 2024, and; recommends to Council to not increase the water rate in 2025.

The Municipal Properties, Building, Land Use and ED Committee did not meet on September 9, 2024, due to lack of agenda items.

The Parks and Recreation Committee did not meet earlier tonight due to lack of agenda items.

INTRODUCTION OF NEW ORDINANCES AND RESOLUTIONS-NONE

SECOND READ OF ORDINANCES AND RESOLUTIONS-NONE

THIRD READ OF ORDINANCES AND RESOLUTIONS

Ordinance No. 030-24 Resurfacing of State Route 108

Council President Durham read by title Ordinance No. 030-24, an Ordinance providing consent to the Director of Transportation to complete the resurfacing of sections of State Route 108 in the City of Napoleon

Motion: Haase Second: Schwab
to approve Third Read of Ordinance No. 030-24

Small said, this is required by ODOT for them to work within our municipality and there have been no changes to the legislation since the last reading.

Roll call vote on the above motion

Yeas- Durham, Haase, Weitzel, McBride, Weaver, Schwab

Nays-

Yeas-6, Nays-0. Motion Passed.

Resolution No. 031-24 Henry County Natural Hazard Mitigation Plan

Council President Durham by title Resolution No. 031-24, a Resolution authorizing the adoption and approval of the Henry County Natural Hazard Mitigation Plan

Motion: Schwab Second: Haase
to approve Third Read of Resolution No. 031-24

Small said, this was the plan developed by the EMA with input from all the municipalities within the county. During the last meeting the early warning sirens were brought up and I got the numbers for getting those. These numbers will be presented to council this year.

Roll call vote on the above motion

Yeas- Durham, Haase, Weitzel, McBride, Weaver, Schwab

Nays-

Yeas-6, Nays-0. Motion Passed.

GOOD OF THE CITY (Discussion/Action)

Approval of the Power Supply Cost Adjustment Factor for September 2024 as PSCA 3-month averaged factor \$0.00453 and JV2 \$0.075024

Small said, this is the lowest power cost adjustment factor since 2016 and we attribute that to the hydro's being offline for a large amount of time this month, more than 31%, due to low water so they couldn't operate. It is clean but very expensive, so we had to go to another source which was Fremont, which is a gas-powered plant, and natural gas is very inexpensive right now.

Motion: Schwab Second: Weaver
to approve the Power Supply Cost Adjustment Factor for September 2024 as PSCA 3-month averaged factor \$0.00453 and JV2 \$0.075024

Roll call vote on the above motion

Yeas- Durham, Haase, Weitzel, McBride, Weaver, Schwab

Nays-

Yeas-6, Nays-0. Motion Passed.

To accept a \$15.00 Donation to the Napoleon Police Department for Ballistic Vests

Chief Legg said, Mrs. Martinez stopped by our office because she has been giving a donation to a telemarketer annually but this year she decided to donate directly to the source. She so graciously donated \$15 and I sent her a letter showing our appreciation.

Motion: Weaver Second: Weitzel

to accept a \$15.00 Donation to the Napoleon Police Department for Ballistic Vests

Roll call vote on the above motion

Yeas- Durham, Haase, Weitzel, McBride, Weaver, Schwab

Nays-

Yeas-6, Nays-0. Motion Passed.

Third Quarter Budget Adjustments (Finance Committee meets on September 23, 2024) (direct the Law Director to draft the appropriate legislation)

Garringer said, this is our quarterly request to direct the law director to draft legislation. The Finance and Budget Committee will meet Monday, September 23rd. After that this allows the law director to enact legislation following the next council meeting.

Motion: Haase Second: Weaver
to direct the Law Director to draft the appropriate legislation

Roll call vote on the above motion

Yeas- Durham, Haase, Weitzel, McBride, Weaver, Schwab

Nays-

Yeas-6, Nays-0. Motion Passed.

The Healthcare Cost Committee recommends to Council to keep wellness as is

Small said, this does not require specific legislation, but we want to inform council the Healthcare Cost Committee did meet and voted to keep the wellness incentive the same. The wellness incentive is an exam required by each participant in the plan to have a wellness exam, including the spouses if they have one. If they choose to forgo those exams there is a \$50 surcharge per month. Last year, we had two individuals who didn't complete the exams. Durham asked, is it just the spouse or do children have too also? Small said, only the spouse.

The Healthcare Cost Committee recommends accepting the proposed healthcare plans for 2025

Small said, we are making the switch from Aetna to Med Mutual because the Aetna plans are increasing year over year by 15.4%. Med Mutual provides an identical plan for our employees for an increase of 4.1% up to 8.1% depending on the plan the employee chooses. So, it is a much more palatable increase in coverage. For dental and vision, we will switch as well to Delta Dental and Delta Vision at no cost increase. It provides a greater network as well.

To accept a \$1,087.95 Donation from Napoleon Elks Lodge #929 to the Parks and Recreation Department for equipment for youth baseball and softball programs.

Small said, this is a donation from the Elks that they have made for several years now, and we are very grateful for their generosity.

Motion: Weaver Second: Haase
to accept a \$1,087.95 Donation from Napoleon Elks Lodge #929 to the Parks and Recreation Department for equipment for youth baseball and softball programs.

Roll call vote on the above motion

Yeas- Durham, Haase, Weitzel, McBride, Weaver, Schwab

Nays-

Yeas-6, Nays-0. Motion Passed.

To approve PC-24-06- for Request for Amendment-Parcel #411192120040, 411100300000, 411293610020, 411293610040, 411193610080, 411193610040, 411193610060, 411193610020

Small said, we had an industrial parcel out on Scott Street where Farmers and Merchants Bank is. That is a carryover from Foster Canning and I don't think that was ever cleaned up. There was also some C-5, highway commercial, along there that I wanted to consolidate all the C-5's out west of Oakwood Avenue by the truck stops. It was only natural to make those a C-4, so now all of Scott Street is essentially C-4.

Motion: Schwab Second: Weaver

To approve PC-24-06- for Request for Amendment-Parcel #411192120040, 411100300000, 411293610020, 411293610040, 411193610080, 411193610040, 411193610060, 411193610020

Roll call vote on the above motion

Yeas- Durham, Haase, Weitzel, McBride, Weaver, Schwab

Nays-

Yeas-6, Nays-0. Motion Passed.

To approve PC-24-07- for Request for Amendment-Parcel 411300500000, 410094522080, 410094522120, 410094522140

Small said, this is basically a clean up and at the request of the property. We had some industrial over on Oakwood Avenue down the creek toward Scott Street to make that C-4 as well. A couple of them became residential as well at the request of the property owner. Haas asked, is that by Yeager Street? Small said, yes. Weaver asked, is Rye Street to Gerkens residential? Small said, it was industrial now it is residential.

Motion: Weaver Second: McBride

To approve PC-24-07- for Request for Amendment-Parcel 411300500000, 410094522080, 410094522120, 410094522140

Roll call vote on the above motion

Yeas- Durham, Haase, Weitzel, McBride, Weaver, Schwab

Nays-

Yeas-6, Nays-0. Motion Passed.

To approve PC-24-08- for Conditional Use Permit- 123 W. Front St. (Ridis Car Wash)

Small said, as you may have noticed they tore down the self-serve car wash and vacuums on Front Street because they want to add new vacuums, but they want them closer to the street. We allowed them to move them closer but they're going to be at least 15 feet from the new walking path. Durham asked, what were they originally requesting? Small said, they really weren't requesting anything they just wanted to see how close they could get and needed the Planning Commission's permission, and they were happy with the solution.

Motion: Haase Second: Weitzel

To approve PC-24-08- for Conditional Use Permit- 123 W. Front St. (Ridis Car Wash)

Roll call vote on the above motion

Yeas- Durham, Haase, Weitzel, McBride, Weaver, Schwab

Nays-

have a better picture of where we are with the rate increases. Schwab asked, when does the revenue of the bag tag come in? Is that monthly? Garringer said, we get them as they are sold. So, an entity like Circle K will purchase 200 at a time and we get that revenue as we hand those to them. They pay \$4 instead of \$2 so they front the cost to us and then we pay that in how often we refill them at their request. Sometimes it's monthly, sometimes we can go for a couple months so we are like 9,000 better year over year, month to month. What I can also tell you is that the change of the special pickups has certainly helped because here was a time in lieu of bag tags people were paying much less to do a special pick up for \$8 or whatever it was but now if you want it the price starts at \$15. Weaver said, I appreciate the city employee out there at the yard waste site who ensure people have the proper license. Durham said, Andy your memo said that this increase would be approximately \$2,000 annually. Small said, said yes based on our average tonnage.

Motion: Weaver

Second: Haase

To direct the Law Director to draft the necessary legislation to allow the City Manager to enter into a recycling contract with Werlor, Inc.

Roll call vote on the above motion

Yeas- Durham, Haase, Weitzel, McBride, Weaver, Schwab

Nays-

Yeas-6, Nays-0. Motion Passed.

AROUND THE TABLE

Garringer-Nothing.

Weaver-Nothing.

Schwab said, have you heard any update on the softball/baseball field on Glenwood? Are there any improvements? Small said, no but I did have them go board up from the inside the last opening space. A couple weeks ago my wife noticed the scoreboard was on and I called Tony from there to shut it off. So, it is board up but we're at the mercy of the contractor that has promised they would do it.

Haase-Nothing.

Weitzel-Nothing.

McBride-Nothing.

Harmon-Nothing.

Small said, I did receive a check today for another grant and I'm going to ask for council's approval on that and I will pass this onto the Chief. Chief Legg said, as some of you may remember about a year and a half ago, we bought rifle plates for our officers to wear from a company that ended up utilizing substandard materials. Then, the federal government came in and said they're using foreign substandard materials that are unsafe to use. The federal government is taking care of that end of things, I'm sure. We as a city went ahead and replaced those with the company Point Blank, a body armor manufacturer, for many years we used them. We got those funds to go ahead and pay for those

upfront, so they are good quality. We applied for a grant to repay for 75% of the cost and today we received the check for \$22,890.48

Motion: Weitzel Second: Schwab
To accept \$22,890.48 grant

Roll call vote on the above motion
Yeas- Durham, Haase, Weitzel, McBride, Weaver, Schwab
Nays-
Yeas-6, Nays-0. Motion Passed.

Small said, the annual CIC meeting is coming up Thursday, October 24th, it is held at Leisure Time Winery from 4:30 pm to 7 pm. If you are interested in attending that let me know and I can make your reservation. Also, Joey Boston will be here during the next council meeting to give her annual update.

EXECUTIVE SESSION (executive session for compensation of personnel)

Motion: Haase Second: Weitzel
To enter executive session for pending or imminent court action at 7:31 pm

Roll call vote on the above motion
Yeas- Durham, Haase, Weitzel, McBride, Weaver, Schwab
Nays-
Yeas-6, Nays-0. Motion Passed.

Motion: Weaver Second: Weitzel
to end executive session for pending or imminent court action at 7:56 pm.

Roll call vote on the above motion
Yeas- Durham, Haase, Weitzel, McBride, Weaver, Schwab
Nays-
Yeas-6, Nays-0. Motion Passed.

Durham said, I would like to make a motion to adjust the membership of the current standing AD HOC Committee and I would like to appoint Tom Weaver, Brittany Schwab, Robert Weitzel, and Brittany Roof to that committee. Harmon asked, what is the purpose of the committee? Durham said, reviewing employee compensation and job duties.

Motion: Durham Second: Weitzel
To motion to adjust the membership of the current standing AD HOC Committee

Roll call vote on the above motion
Yeas- Durham, Haase, Weitzel, McBride, Weaver, Schwab
Nays-
Yeas-6, Nays-0. Motion Passed.

Durham said, I will allow the committee to schedule when those meetings take place.

Approve Payments of Bills (In the absence of any objections or corrections, the payment of bills shall stand approved.)

Weaver said, checking the speed limit on Old River Road and the flashing lights we have to make sure people know what to do. It is my understanding that when someone is at that light and pushes the light that I am to yield as a driver of my car and to stop. It worries me because do people understand that coming from the other way but especially, coming up behind me I've stopped there I looked in my rear-view mirror nervous. I would like this somehow incorporated into the speed study. Chief Legg said, the people in the crosswalk have the right of way all the time and that has never changed. Small said, I agree but I am not sure the public knows that. Weaver said, I'm just asking that city council somehow gets the message across to the media and that our law enforcement explains what to do. Small said, Jen has always done a great job so that is the best place to get the message out is through media. I'll work with Chad to discuss the cost of the study from the western city limits out to the hospital. McBride asked, are we seeing any improvements with our bike safety? Chief Legg said, I had my SRO and bike people spend some time on bike safety with the kids.

ADJOURNMENT

Motion: Schwab Second: Haase
to adjourn the City Council meeting at 8:05 p.m.

Roll call vote on the above motion

Yeas- Durham, Haase, Weitzel, McBride, Weaver, Schwab

Nays-

Yeas-6, Nays-0. Motion Passed.

Approved

J. Ross Durham, Council President

Joe Bialorucki, Mayor

Mikayla Ramirez, Clerk

ORDINANCE NO. 032-24

AN ORDINANCE SUPPLEMENTING THE ANNUAL APPROPRIATION MEASURE (SUPPLEMENT NO. 3) FOR THE YEAR 2024; AND DECLARING AN EMERGENCY

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

Section 1. That, the annual appropriation measure passed in Ordinance No. 045-23 for the fiscal year ending December 31, 2024 shall be supplemented (Supplement No. 3) as provided in Exhibit A, attached hereto and made a part hereof.

Section 2. 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 the City of Napoleon, Ohio.

Section 3. 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 4. 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 because this Ordinance provides for appropriations for the current expenses of the City which are related to public peace, health or safety; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law. Further, the Emergency Clause is necessary to be in effect at the earliest possible time to allow for proper payment of current expenses, and for further reasons as stated in the Preamble hereof.

Passed: _____
J. Ross Durham, Council President

Approved: _____
Joseph D. Bialorucki, Mayor

VOTE ON PASSAGE ____ Yea ____ Nay ____ Abstain

Attest:

Mikayla Ramirez, Clerk of Council

I, Mikayla Ramirez, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 032-24 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____, 2024; & 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.

Mikayla Ramirez, Clerk of Council

2024 APPROPRIATION BUDGET - SUPPLEMENTAL #3

ORDINANCE No. 032-24

Supplemental #3	PERSONAL SERVICES	OTHER	TOTAL	2024 FUND TOTAL
Fund 100 General				
100.1520.51101 Salary - Non Barg - OT	\$38.52			
100.1700.51190 Salary - Seasonal	\$1,042.56			
100.1900.53410 County - Auditor Fees		\$973.30		
100.2100.51530 Police Pension	\$975.98			
100.2103.51301 Salary-Patrol Officers - OT - Police/K-9	\$234.23			
100.2200.53114 Utilities - Telephone		\$40.11		
100.2200.51411 Salary-FT OT Training - FT OT	\$1,508.97			
100.2200.51413 Salary-Fire PT - OT	\$4,953.28			
100.4700.51190 Salary- Seasonal	\$3,852.51			
<i>Reason: Not enough was budgeted at the beginning of the year</i>				
			\$13,619.46	\$13,619.46
Fund 170 Municipal Income Tax				
170.1510.59010 Refunds - Income Tax		\$170,944.87		
<i>Reason: 2nd payment to JAC as 2023 payment not paid until this year</i>				
			\$170,944.87	\$170,944.87
Fund 220 Recreation				
220.4200.51101 Salary-Non Barg-OT	\$1,013.76			
220.4200.54215 Supplies-Concessions - Beer		\$5,000		
220.4300.51700 Medicare - City Share	\$127.92			
220.4300.51190 Salary - Seasonal	\$8,817.27			
220.4400.51190 Salary - Seasonal	\$7,451.35			
220.4400.51101 Salary-Non Bargaining-OT	\$399.13			
<i>Reason: Not enough was budgeted at the beginning of the year</i>				
			\$22,809.43	\$22,809.43
Fund 272 Court Computerization				
272.1800.57000 Machinery and Equipment		\$3,000.00		
<i>Reason: Additonal funds to cover the cost of a new sound mixer in the courtroom and new cellular communicator for the fire alarm system</i>				
			\$3,000.00	\$3,000.00
Fund 330 Pace Energy Project Oakwood				
330.3500.53410 County-Auditor Fees		\$0.01		
<i>Reason: Not enough was budgeted at the beginning of the year</i>				
			\$0.01	\$0.01
Fund 434 Oakwood Avenue Imp. Project				
434.5100.57500 Street Improvements		\$2,000,000.00		
<i>Reason: The booking of the ODOT grant into our financials</i>				
			\$2,000,000.00	\$2,000,000.00
Fund 510 Water Reveue				
510.6200.51201 Salary-AFSCME - OT	\$1,921.94			
510.6200.53435 Cnt. - HCWSB - Water Revenues - Payable		\$16,590.00		
510.6210.59000 Refunds - Misc.		\$2,000.00		
<i>Reason: Not enough was budgeted at the beginning of the year</i>				
			\$20,511.94	\$20,511.94
Fund 520 Sewer Utility Revenue				
520.6300.51201 Salary - AFSCME - OT	\$39.38			
<i>Reason: Not enough was budgeted at the beginning of the year</i>				
			\$39.38	\$39.38

Fund 521 Sewer Utility Replacement and Improvement

521.6310.57900 Storm Sewer Improvements \$744,357.38

Reason: Increase due 2023 budget for Oakwood was not encumbered at the end of last year

\$744,357.38 **\$744,357.38**

Fund 523 OWDA SA Debt Retirement

523.8600.53410 County - Auditor Fees \$88.44

Reason: Not enough was budgeted at the beginning of the year

\$88.44 **\$88.44**

Fund 561 Sanitation (Refuse) Deprac. Reserve

561.6400.57000 Machinery and Equipment \$70,000.00

Reason: Emergency repairs of the refuse truck

\$70,000.00 **\$70,000.00**

TOTAL FUNDS **\$32,376.80** **\$3,012,994.11** **\$3,045,370.91** **\$3,045,370.91**

ORDINANCE NO. 033-24

AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO MAKE APPROPRIATION TRANSFERS (TRANSFER OF APPROPRIATION 3) FROM ONE APPROPRIATION LINE ITEM TO ANOTHER APPROPRIATION LINE ITEM PURSUANT TO ORC. SECTION 5705.40 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024 AS LISTED IN EXHIBIT A; AND DECLARING AN EMERGENCY

WHEREAS, the City appropriates funds by fund, department, and category of personal services and other; and,

WHEREAS, transfer from one appropriation item to another is necessary to provide appropriations for current expenses of the City; **Now Therefore**,

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

Section 1. That, pursuant to Section 5705.40 of the Ohio Revised Code, and this Ordinance No. 033-24, the Finance Director is hereby authorized and directed to transfer from one appropriation item to another, in the Fiscal Year ending December 31, 2024, as listed in Exhibit A, attached hereto and made a part hereof.

Section 2. 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 City's Revised Code of General Ordinances.

Section 3. 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 4. 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 assure the prompt and efficient conduct of the municipal operations 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 payment of current expenses, and for further reasons as stated in the Preamble hereof.

Passed: _____

J. Ross Durham, Council President

Approved: _____

Joseph D. Bialorucki, Mayor

VOTE ON PASSAGE _____ Yea _____ Nay _____ Abstain

Attest:

Mikayla Ramirez, Clerk of Council

I, Mikayla Ramirez, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 033-24 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____, 2024; & 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.

Mikayla Ramirez, Clerk of Council

FISCAL YEAR ENDING 2024- TRANSFER OF APPROPRIATION (No. 3)

Ordinance Number: 033-24

	<u>Amount Requested</u>	<u>Amount Received</u>
FROM : 100.1300.52000 Travel, Training and Education	(50.00)	
TO : 100.1300.52010 Memberships and Dues		50.00
<i>Reason: Newspaper subscription increased</i>		
FROM : 100.1370.56000 Misc Operating Costs	(125.00)	
TO : 100.1370.53114 Utilities - Telephone		125.00
<i>Reason: New cell phone purchased plus any fees</i>		
FROM : 100.1500.52000 Travel, Training and Education	(200.00)	
TO : 100.1500.52010 Membership and Dues		200.00
<i>Reason: Renewal of OAPT Membership</i>		
FROM : 100.1700.51100 Salary-Non Bargaining	(9,563.91)	
TO : 100.1700.51190 Salary-Seasonal		9,214.38
100.1700.51191 Salary-Seasonal-OT		349.53
<i>Reason: Not enough Budgeted</i>		
FROM : 100.1700.53310 Engineering and Design	(4,000.00)	
TO : 100.1700.54500 Supplies: Other Equipment		4,000.00
<i>Reason: Non Budgeted Item</i>		
FROM : 100.1700.52000 Travel, Training and Education	(1,325.00)	
TO : 100.1700.54500 Supplies - Operating Materials		1,325.00
<i>Reason: Work station replacement</i>		
FROM : 100.1700.52000 Travel, Training and Education	(100.00)	
TO : 100.1700.54110 Supplies - Postage		100.00
<i>Reason: Not enough Budgeted</i>		
FROM : 100.1800.52000 Travel, Training and Education	(1,000.00)	
TO : 100.1800.54200 Supplies - Operating Materials		1,000.00
<i>Reason: Funds needed to purchase required supplies for PO/Bailiff's firearms training course</i>		
FROM : 100.2200.54220 Supplies - Fire Prevention	(1,500.00)	
TO : 100.2200.53610 Cnt. Maint. - Buildings and Structures		1,500.00
<i>Reason: Cover cost for fire alarm panel replacement</i>		
FROM : 220.4200.54200 Supplies - Operating Materials	(500.00)	
TO : 220.4200.54211 Supplies-Golf-Retail		500.00
<i>Reason: Additional retail funds needed</i>		
FROM : 220.4200.57200 Buildings and Improvement	(14,500.00)	
TO : 220.4200.57000 Machinery and Equipment		14,500.00
<i>Reason: Pump purchased charged to incorrect account</i>		
FROM : 220.4200.52000 Travel, Training and Education	(1,000.00)	
220.4200.53600 Cnt. Maint - City Property	(1,000.00)	
220.4200.52010 Memberships and Dues	(500.00)	
TO : 220.4200.54230 Supplies - Gasoline/Diesel Fuel		2,500.00
<i>Reason: Additional funds needed</i>		
FROM : 220.4300.52000 Travel, Training and Education	(400.00)	
220.4300.54240 Supplies - Chemicals	(1,000.00)	
220.4400.53400 Contract Services	(2,000.00)	
TO : 220.4300.54210 Pool - Concessions		3,400.00
<i>Reason: Additional funds needed</i>		

FISCAL YEAR ENDING 2024- TRANSFER OF APPROPRIATION (No. 3)

Ordinance Number: 033-24

	<u>Amount Requested</u>	<u>Amount Received</u>
FROM : 220.4400.53400 Contract Services	(800.00)	
TO : 220.4200.53900 Bank Service Charges		800.00
<i>Reason: Not enough budgeted</i>		
FROM : 500.6110.54200 Supplies - Operating Materials	(10,000.00)	
TO : 500.6110.54410 Supplies - Transformers		10,000.00
<i>Reason: purchase 167 kva transformers</i>		
FROM : 500.6110.54430 Supplies - Electric Substations	(1,000.00)	
TO : 500.6110.54300 Supplies - Vehicle Parts/Supplies		1,000.00
<i>Reason: purchase torch wrench</i>		
FROM : 500.6110.57300 Traffic Signal Upgrades	(5,000.00)	
TO : 500.6110.53510 Cnt. Maint. - Vehicles		5,000.00
<i>Reason: Emergency repairs to service truck</i>		
FROM : 500.6110.57600 Electric Improvements	(22,230.00)	
TO : 500.6110.54410 Supplies - Transformers		22,230.00
<i>Reason: purchase 167 kva transformers</i>		
FROM : 510.6200.56900 Undefined Contingencies	(14,283.81)	
TO : 510.6200.53520 Cnt. Maint.-Equipment		14,283.81
<i>Reason: Cover Emergency repair on HVAC system</i>		
FROM : 510.6200.56900 Undefined Contingencies	(8,975.28)	
TO : 510.6200.53300 Serv. Fees - Professional		8,975.28
<i>Reason: Repair cost of high service pump 3</i>		
FROM : 510.6210.53300 Serv. Fees - Professional	(9,668.00)	
TO : 510.6210.57000 Machinery and Equipment		9,668.00
<i>Reason: Purchase leak detection equipment</i>		
<i>This will be a grant reimbursement</i>	-----	-----
Total Transfer of Appropriation	(110,721.00)	110,721.00

RESOLUTION NO. 034-24

A RESOLUTION AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER CERTAIN FUND BALANCES (TRANSFER NO. 3) FROM RESPECTIVE FUNDS TO OTHER FUNDS PURSUANT TO ORC. SECTION 5705.14 ON AN AS NEEDED BASIS IN FISCAL YEAR 2024, AS LISTED IN EXHIBIT A; AND DECLARING AN EMERGENCY

WHEREAS, the City is a charter municipality having those powers of self government as stated in Article I of its Charter; and,

WHEREAS, in order to provide Fund Balances for approved expenditures in certain funds on an as needed basis, it is necessary to transfer funds from respective funds to other funds; **Now Therefore**,

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

Section 1. That, pursuant to Section 5705.14 of the ORC and this Resolution No. 034-24, the Finance Director is hereby authorized and directed to transfer monies, transfer number 3, among the various funds on an as needed basis in Fiscal Year 2024 as listed in Exhibit A attached hereto and made a part of this Resolution.

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 the City 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, only that portion shall be held invalid and the remainder shall remain valid.

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 conduct of the municipal operations 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 transfer the funds in a timely manner, and for further reasons as stated in the Preamble hereof.

Passed: _____

J. Ross Durham, Council President

Approved: _____

Joseph D. Bialorucki, Mayor

VOTE ON PASSAGE _____ Yea _____ Nay _____ Abstain

Attest:

Mikayla Ramirez, Clerk of Council

I, Mikayla Ramirez, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 034-24 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the ____ day of _____, 2024; & 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.

Mikayla Ramirez, Clerk of Council

2024 TRANSFER OF FUNDS - No. 1

Ordinance 034-24

FROM:	TO:	AMOUNT
231.9900.59530 Transfer to 272 Court Computerization Fund <i>Purpose: To move the interest earned from the Court 2023 Tech Grant Fund to the Court Computerixation Fund</i>	272.0000.49900 Transfers-In	\$767.18
220.4300.59000 Transfer to 100 General Fund <i>Purpose: To move funds that were applied to a General Fund expense through a credit card credit due to a return.</i>	100.0000.49900	\$395.76

RESOLUTION NO. 035-24

A RESOLUTION AUTHORIZING THE CITY MANAGER TO RENEW A CONTRACT WITH WERLOR WASTE CONTROL & RECYCLING, INC. WITHOUT THE NECESSITY OF PUBLIC BIDDING; AND DECLARING AN EMERGENCY

WHEREAS, an agreement was entered into on or about November 22, 2021 with Werlor Waste Control & Recycling, Inc. for the purpose of recycling processing; and,

WHEREAS, the current agreement expires on December 31, 2024; and,

WHEREAS, the Company has expressed its willingness to renew the current agreement under the same terms and conditions, for a three (3) year term, thereby resulting in savings to our residents; and,

WHEREAS, the City is a chartered municipality and now desires to exercise its Home Rule powers regarding such contracts; and,

WHEREAS, it is the opinion of this Council that it is in the best interest of the City of Napoleon to eliminate the necessity for competitive bidding in this instance, as permitted in Article VI, Section 6.05 of the Charter of the City of Napoleon and Napoleon Codified Ordinance 106.04; **Now Therefore**,

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

Section 1. That, notwithstanding any provision of law, resolution, or ordinance to the contrary, pursuant to Article VI, Section 6.05 of the Charter of the City of Napoleon and Napoleon Codified Ordinance 106.04 a renewal of the contract with Werlor Waste Control & Recycling, Inc. is hereby authorized pursuant to the terms and conditions currently on file with the Clerk of Council, subject to any nonmaterial changes deemed necessary by the City Manager and approved as to form and correctness by the Law Director; moreover, the expenditure of funds is also authorized as a necessary proper public expenditure.

Section 2. That, it is the finding of this Council that it is in the best interest of the City and its inhabitants to eliminate the necessity for public bidding for the reasons stated in the preamble of this Resolution.

Section 3. That, the City Manager is authorized and directed to enter into the aforementioned contract renewal.

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

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

Section 6. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to allow for the timely processing or waste and recyclables; 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 begin the purchasing process in a timely manner, and for further reasons as stated in the Preamble hereof.

Passed: _____
J. Ross Durham, Council President

Approved: _____
Joseph D. Bialorucki, Mayor

VOTE ON PASSAGE ____ Yea ____ Nay ____ Abstain

Attest:

Mikayla Ramirez, Clerk of Council

I, Mikayla Ramirez, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 035-24 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____, 2024; & 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.

Roxanne Dietrich, Clerk of Council

Article 1 **AGREEMENT BETWEEN VENDEE AND VENDOR**

This Agreement is dated as of the _____ day of _____ in the year 2024 by and between the **CITY OF NAPOLEON, OHIO**, (hereinafter referred to as Vendee) and **WERLOR WASTE CONTROL & RECYCLING, INC.** (hereinafter called Vendor). Vendee and Vendor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1.1 CONTRACT COMPONENTS; ENTIRELY; CHANGES; INTERPRETATION. *Contract Components.* This Contract is a result of means other than competitive bid i.e. Proposal; therefore, this Contract shall consist only of the terms and conditions of this document, the specifications, supplementary and special conditions and, any written amendments to the contract documents ("Contract").

Entire Agreement; Parties to the Contract. This Contract is the entire agreement between the Vendor and the Vendee.

Contract Changes; Waiver. Changes or modification to this Contract must be made in writing and signed by both parties. If a party to this Contract does not demand strict performance of any term of this Contract, the party has not waived or been relinquished of any of its rights; the party may at any later time demand strict and complete performance of the term.

Headings. The headings used throughout this Contract are for convenience only; they are not to be used to interpret the terms or conditions of this Contract.

Compensation. In consideration for Vendor's performance, Vendee will pay Vendor Fifty Dollars (\$50.00) per Ton for the collection and processing of recyclable materials and all other services as specified in Contract No. 2017-24 and/or services that are the subject of this Contract, subject to adjustment by any approved change orders as may be issued during the performance of the contract. Payments may be made by the Vendee's Finance Director by warrant or by electronic fund transfer. Price includes any and all delivery costs.

Payment Due Date. Vendee must make payment under this Contract no later than the thirtieth (30th) calendar day from the day it receives an invoice that conforms to Vendee's current policy, for the supplies or services it has accepted.

Interest on Overdue Payments. Vendee will determine and pay interest for overdue payments on proper invoices in accordance with law or its policy and procedures, whichever is deemed appropriate by the Vendee's Finance Director.

Taxes. Vendee is exempt from all federal, state and local taxes. Vendee will not pay any taxes on supplies or services purchased from Vendor, unless the Special Contract Terms and Conditions specifications specifically state otherwise.

1.2 TIME OF PERFORMANCE.

Term of Contract. This Contract is effective upon the signature of Vendee's City Manager. This Contract will remain in effect until the Contract is fully performed by both parties or until it terminates in accordance with law, or until it is canceled or terminated in accordance with this Article 1.2, Article 1.5 or 1.6 of this Contract, whichever occurs first.

Regardless, unless terminated earlier or renewed, this contract terminates on December 31, 2027.

1.3 CONTRACT LIMITATIONS.

Applicable Law. Any contract limitation provided for in law applicable to Vendee shall control where it has the authority to supersede state law.

Appropriation of Funds. Vendee's funds are contingent upon the availability of lawful appropriations by the legislative council of Vendee. If the legislative council fails at any time to continue funding for the payments or any other obligations due by the Vendee under this Contract, the Vendee will be released from its obligations on the date funding expires, except for payment of product, supplies, materials, machinery and/or equipment or services already rendered.

Certification of Funds/Attorney Approval. This Contract is not valid unless and until the Vendee's Finance Director certifies the funds and the contract is approved as to form and correctness by the Vendee's Law Director.

1.4 DELIVERY.

F.O.B. The Place of Destination. Vendor must provide product, supplies, materials, machinery and/or equipment and/or services under this contract F.O.B. the place of destination. The place of delivery will be specified by the Vendee on the Vendee's purchase order or other ordering document, unless otherwise specified in the specifications, or other contract documents.

Time of Delivery. If Vendor is not able to deliver the product, supplies, materials, machinery and/or equipment and/or services on the date and time specified by the Vendee on the Vendee's ordering document, specifications or other contract documents, Vendor must coordinate an acceptable date and time for delivery with the Vendee. If Vendor is not able to or does not provide the product, supplies, materials, machinery and/or equipment and/or services to Vendee by the date and time provided on the Vendee's documents or by the date and time later agreed upon, the Vendee may obtain any remedy under Article 1.5 of this Contract or any other remedy at law.

1.5 CONTRACT CANCELLATION; TERMINATION; REMEDIES.

Contract Cancellation. If Vendor fails to perform any one of its obligations under this Contract it will be in default and Vendee may cancel this Contract, in accordance with this section. The cancellation will be effective when Vendee sends it.

Contract Performance Substantially Endangered. If Vendor's default is so substantial that it may not be able to be cured within a reasonable time or if Vendee determines that the performance of the Contract is substantially endangered through no fault of the Vendee, Vendee may cancel this contract by written notice to Vendor.

Cancellation for Unremedied Default. If Vendor's default may be cured within a reasonable time, Vendee will provide written notice to Vendor specifying the default and the time within which Vendor must correct the default. If Vendor fails to cure its default within the time required by Vendee, Vendee may cancel this contract by written notice to Vendor. If Vendee does not give timely notice of a default to Vendor, Vendee has not waived any of the Vendee's rights or remedies concerning the default.

Cancellation for Persistent Default. Vendee may cancel this Contract by written notice to Vendor for defaults that are cured but are persistent. "Persistent" means three (3) or more defaults. After Vendee has notified Vendor of its third (3rd) default, Vendee may cancel this Contract without providing Vendor with an opportunity to cure, if Vendor defaults for a fourth (4th) time. The four (4) defaults are not required to be related in any way.

Cancellation for Financial Instability. Vendee may cancel this contract by written notice to Vendor if a petition in bankruptcy or similar proceeding has been filed by or against the Vendor.

Cancellation for Delinquency; Violation of Law. Vendee may cancel this Contract by written notice, if it determines that Vendor is delinquent in its payment of federal, state or local taxes, workers compensation, insurance premiums, unemployment compensation contributions, child support, court costs, or any other obligation owed to a state agency or political subdivision. However, Vendee may not cancel this Contract if Vendor has entered into a repayment agreement with which Vendor is current. Vendee also may cancel this Contract, if it determines that Vendor has violated any law during the performance of this Contract.

1.6 CONTRACT TERMINATION.

Vendee may terminate this contract for convenience with thirty (30) days written notice to Vendor.

1.7 REMEDIES FOR DEFAULT.

Actual Damages. Vendor is liable to the Vendee for all actual and direct damages caused by Vendor's default. The Vendee may buy substitute product, supplies, materials, machinery and/or equipment or services from a third (3rd) party, for those that were to be provided by Vendor. The Vendee may recover the costs associated with acquiring substitute product, supplies, materials, machinery and/or equipment or services, less any expenses or costs saved by Vendor's default, from Vendor.

Liquidated Damages. Since actual and direct damages are uncertain or difficult to determine, the Vendee may recover liquidated damages in the amount of one percent (1%) of the value of the order, or Fifty Dollars (\$50.00) per day, whichever is less, for every day the default is not cured by Vendor or by substitute performance.

Deduction of Damages from Contract Price. The Vendee may deduct all or any part of the damages resulting from Vendor's default from any part of the price still due on the Contract, with Vendee's prior written notice to Vendor.

1.8 FORCE MAJEURE.

If the Vendee or Vendor is unable to perform any part of its obligations under this Contract by reason of force majeure, the party will be excused from its obligations to the extent that its performance is prevented by force majeure, for the duration of the event.

The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this contract. The term "force majeure" means without limitation: acts of God, such as epidemics; lightning; earthquakes, fires; storms; hurricanes; tornadoes; floods; washouts; droughts; and other severe weather; explosions; arrests; restraint of government and people; war; strikes; and other like events; or any other cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond control of the party.

1.9 DELEGATION OF DUTY AND ASSIGNMENT OF RIGHTS.

Vendee Consent to Delegate. Vendor may not delegate any of its duties under this Contract unless Vendee consents to the delegation in writing. Vendee consent to the delegation is not Vendee's agreement to release Vendor from its duties under this Contract.

Vendee Consent to Assign. Vendor may not assign any of its rights under this Contract unless Vendee consents to the assignment in writing. Any purported assignment made without Vendee's written consent is void. Vendee may assert against an assignee any claim or defense Vendee may have against the assignor.

Antitrust Assignment to Vendee. Vendor assigns to Vendee all of its rights to any claims and causes of action the Vendor now has or may acquire under state or federal antitrust laws if the claims or causes of action relate to the product, supplies, materials, machinery and/or equipment or services provided under this Contract. Additionally, the Vendee will not pay excess charges resulting from antitrust violations by Vendor's suppliers and subcontractors.

1.10 REQUIREMENTS CONTRACT.

The quantity of product, supplies, materials, machinery and/or equipment or services to be provided under this Contract is the quantity determined by the actual, good faith requirements of the Vendee. Vendee may purchase product, supplies, materials, machinery and/or equipment or services identical to those provided under this Contract from a supplier other than Vendor, if one (1) of the following conditions apply:

Large Quantities. The product, supplies, materials, machinery and/or equipment or services to be purchased were not anticipated by Vendee at the time this Contract was let and the product, supplies, materials, machinery and/or equipment or services are required in a large quantity.

Unique or Unusual Nature. The product, supplies, materials, machinery and/or equipment or services to be purchased are unique or unusual from the supplies or services provided under this Contract.

Emergency Purchase. Vendee requires the product, supplies, materials, machinery and/or equipment or services to remedy an emergency and Vendor is not able to provide product, supplies, materials, machinery and/or equipment or services, as the emergency requires.

Other Cause. Any other cause as required by law, policy or as determined in the sole discretion of Vendee's City Manager or the quantity of this Contract is quantity specific.

1.11 SUBCONTRACTING.

Vendor must identify its subcontractors, suppliers and joint venturers for the performance of this Contract. Vendor must supplement its lists of subcontractors suppliers or joint venturers, if Vendor's subcontractors, suppliers or joint venturers change during the term of this Contract.

1.12 PRICE ADJUSTMENTS.

Price Increases. If the Special Contract Terms and Conditions provide for a price increase, Vendor may request a price increase in accordance with the Special Contract Terms and Conditions.

Price Decreases. If Vendor experiences a decrease in its cost to provide the product, supplies, materials, machinery and/or equipment or services to Vendee, Vendor may provide a price decrease to the Vendee.

1.13 SECURITY

Any Contract for product, supply, material, machinery and/or equipment shall have performance secured by a Certified Check, Cashier's Check, Irrevocable Letter of Credit, or Performance Bond, as approved to form by the City Law Director in the amount of Five Thousand Dollars (\$5,000.00). Any reference in a performance bond to material or labor shall also mean product, supply, material, machinery and/or equipment and services.

1.14 MISCELLANEOUS TERMS

Assignment. No assignment by a party hereto of any rights or interests in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

Binding Parties. Vendee and Vendor each binds itself, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the contract documents.

Confidentiality. Vendor may learn of information, documents, data, records, or other material that is confidential in the performance of this Contract. Vendor may not disclose any information obtained by it as a result of the Contract, without written permission from Vendee. Vendor must assume that all Vendee information, documents, data, records or other material is confidential. Vendor shall assume all liability for prohibited disclosure of confidential information.

Construction. This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

Contract Completion Time. This is the third renewal of City Contract No. 2017-24 for a three-year period authorized by Resolution No. 035-24.

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 subcontractors' behalf, by reason of race, color, creed, religion, sex, disability or military status as defined in section 4112.01 and 4112.02 of the Revised Code, 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 subcontractors, or any person on a Vendor's or subcontractors' 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, color, creed, religion, sex, disability or military status as defined in section 4112.01 and 4112.02 of the Revised Code; finally, Vendor in its business or its subcontractor or person working on the Vendor's or its subcontractors' behalf, shall not discriminate against persons by reason of cultural, racial, or ethnic background, or other similar cause, including, but not limited to, race, color, religion, sex, disability or military status as defined in section 4112.01 and 4112.02 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 Workplace. 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.

Governing Law; Severability. The laws of the State of Ohio govern this Contract, and venue for any dispute will be exclusively with the appropriate court in Henry County, Ohio. If any provision of the Contract or application of any provision is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Contract will remain in full force and effect to the extent that the remaining provisions continue to make sense.

Indemnification. Vendor will indemnify Vendee, including its public officials, officers, and employees for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities that may arise out of or are related to Vendor's, including Vendor's employees and agents, performance under this Contract.

Publicity. Vendor may not use or refer to this Contract to promote or solicit Vendor's or subcontractor's supplies or services. Vendor and its subcontractors may not disseminate information regarding this Contract, unless agreed to in writing by Vendee.

Service Rejection. Any delivered service not conforming to specifications shall be rejected and it will be the responsibility of the Vendor to comply with Vendee's requirements. Any extra services delivered cannot and will not be paid for, unless otherwise authorized.

Service Safety. Vendor shall conform to all current local, state and federal Safety Regulations.

Survivorship. In addition to the section titled "Remedies for Default" (Article 1.7), of this Contract, the below provisions contained in this Article entitled: Indemnification, Confidentiality, Publicity, Governing Law/Severability, Construction, and No Waiver shall survive expiration of this contract.

Warranty. Vendor shall clean to the standard of the industry.

Contract. Vendor agrees to provide to Vendee, upon execution of this contract a Political Contribution Disclosure form.

1.15 LIABILITY INSURANCE

Casualty Insurance. Except when a modification is requested in writing by the Vendor and approved in writing by the Vendee, the Vendor shall carry and maintain at the Vendor'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. Workers' 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, naming the Vendee as an additional insured, in not less than the following amounts:
 - i. General Aggregate Limit:
\$1,000,000 each occurrence;
 - ii. Each Occurrence Limit:
\$1,000,000 each occurrence.

No Waiver. No failures by Vendee to insist upon strict performance by Vendor of any provision of this agreement or to exercise any right or remedy consequent upon a violation of this agreement shall constitute a waiver of any such provision, right, remedy or violation. No waiver of any violation shall affect or amend this agreement, but every agreement, term and condition of this agreement shall continue in full force and effect with respect to any other existing or subsequent violation.

Any other prior contracts related to this subject matter are terminated upon signature of this agreement.

In Witness Whereof, Vendee and Vendor have signed this agreement in duplicate. One (1) counterpart of each has been delivered to Vendor, and Finance Director. All portions of the contract documents have been signed or identified by Vendee and Vendor.

This agreement will be effective on January 1, 2025.

VENDEE: City of Napoleon, Ohio

By: _____
J. Andrew Small; City Manager

Attest:

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

Kevin Garringer, Finance Director

Address for giving notices:
P.O. Box 151
Napoleon, Ohio, 43545

VENDOR: WERLOR WASTE CONTROL & RECYCLING, INC.
(Typed Company Name)

by: _____

(Typed Name of Person Signing & Capacity)

Approval as to Form and Correctness Thereof:

Billy D. Harmon—City Law Director

Article 2 **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: _____

Title:

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

(Seal)

Notary Public

Article 3 **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 _____, _____, 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 _____, 202__.

(CORPORATE SEAL)

Secretary



City of Napoleon, Ohio

Parks and Recreation Department

255 West Riverview Avenue, P.O. Box 151

Napoleon, OH 43545

Telephone: (419) 592-4010 Fax: (419) 592-8955

www.napoleonohio.com

Memorandum

To: J. Andrew Small, City Manager
From: Tony Cotter, Parks and Recreation Director
cc: Marris Flogaus, Admin Asst.
Date: October 4, 2024
Subject: Trick or Treat Night Recommendation

At its September meeting, the Parks and Recreation Board passed a unanimous motion to recommend that Trick or Treat Night in Napoleon be held on Thursday, October 31 from 6:00 -7:30 pm. Please place this on the Council agenda for their approval.

Please let me know if you have any questions or would like additional information.