

# November 2024

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



# 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 Heads, News-media  
**From:** Mikayla Ramirez, Clerk  
**Date:** November 1, 2024  
**Subject:** Technology and Communications Committee – Cancellation

The regularly scheduled meeting of the **Technology and Communications Committee** for Monday, November 4, 2024, at 6:15 pm has been CANCELED due to lack of agenda items.

City of Napoleon, Ohio


**CITY COUNCIL**

MEETING AGENDA

**Monday, November 4, 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. **Approval of Minutes** (in the absence of any objections or corrections, the minutes shall stand approved)  
October 21, 2024, Regular Council Meeting Minutes and Special Council Meeting Minutes October 25, 2024.
- E. **Citizen Communication**
- F. **Reports from Council Committees**
  - 1. The Finance and Budget Committee did not meet on October 28, 2024, due to a lack of agenda items.
  - 2. The Safety and Human Resources Committee did not meet on October 28, 2024, due to a lack of agenda items.
  - 3. The Technology and Communications Committee did not meet earlier tonight due to a lack of agenda items.
- G. **Reports from Other Committees, Commissions and Boards** (*Informational Only-Not Read*)
  - 1. The Civil Service Commission did not meet October 22, 2024, due to a lack of agenda items.
  - 2. The Board of Zoning Appeals did meet on November 29, 2024, and;
    - A. Approved BZA-24-05 Variance to Property Side Setbacks/Non-Conforming Residence at 908 W. Riverview Ave.
  - 3. The Parks and Recreation Board did meet on October 30, 2024, and;
    - A. Discussed the 2025 Budget Requests
- H. **Introduction of New Ordinances and Resolutions-NONE**
- I. **Second Reading of Ordinances and Resolutions-NONE**
- J. **Third Reading of Ordinances and Resolutions**
  - 1. **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
- K. **Good of the City** (Any other business as may properly come before Council, including but not limited to):
  - 1. Discussion/Action: Direct the Law Department to draft legislation needed for the 2025 budget  
Discussion/Action: Direct the Law Department to draft legislation to modify the traffic and parking schedules
- L. **Executive Session (as may be needed)**
- M. **Approve Payments of Bills** (In the absence of any objections or corrections, the payment of bills shall stand approved.)
- N. **Adjournment**

  
Mikayla Ramirez—Clerk

**A. ITEMS REFERRED OR PENDING IN COMMITTEES OF COUNCIL**

- 1. Technology & Communication Committee (1<sup>st</sup> Monday)**  
*(Next Regular Meeting: November 4, 2024 @6:15 pm)*
- 2. Electric Committee (2<sup>nd</sup> Monday)**  
*(Next Regular Meeting: Tuesday, November 12, 2024 @6:30 pm)*
  - a. Review of Power Supply Cost Adjustment Factor for September 2024
  - b. Electric Department Report
- 3. Water, Sewer, Refuse, Recycling & Litter Committee (2<sup>nd</sup> Monday)**  
*(Next Regular Meeting: Tuesday, November 12, 2024 @7:00 pm)*
- 4. Municipal Properties, Buildings, Land Use & Economic Development Committee (2<sup>nd</sup> Monday)**  
*(Next Regular Meeting: Tuesday, November 12, 2024 @7:30 pm)*
- 5. Parks & Recreation Committee (3<sup>rd</sup> Monday)**  
*(Next Regular Meeting: Monday, November 18, 2024 @6:00 pm)*
- 6. Finance & Budget Committee (4<sup>th</sup> Monday)**  
*(Next Regular Meeting: Monday, November 25, 2024 @6:30 pm)*
- 7. Safety & Human Resources Committee (4<sup>th</sup> Monday)**  
*(Next Regular Meeting: Monday, November 25, 2024 @7:30 pm)*
- 8. Personnel Committee (as needed)**

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

- 1. Board of Public Affairs (2<sup>nd</sup> Monday)**  
*(Next Regular Meeting: Tuesday, November 12, 2024 @6:30 pm)*
  - a. Review of Power Supply Cost Adjustment Factor for August 2024
  - b. Electric Department Report
- 2. Board of Zoning Appeals (2<sup>nd</sup> Tuesday)**  
*(Next Regular Meeting: Tuesday, November 12, 2024 @4:30 pm)*
- 3. Planning Commission (2<sup>nd</sup> Tuesday)**  
*(Next Regular Meeting: Tuesday, November 12, 2024 @5:00 pm)*
- 4. Tree Commission (3<sup>rd</sup> Monday)**  
*(Next Regular Meeting: Monday, November 18, 2024 @6:00 pm)*
- 5. Civil Service Commission (4<sup>th</sup> Tuesday)**  
*(Next Regular Meeting: Tuesday, November 26, 2024 @4:30 pm)*
- 6. Parks & Recreation Board (Last Wednesday)**  
*(Next Regular Meeting: Wednesday, November 27, 2024 @6:30 pm)*
- 7. Privacy Committee (2<sup>nd</sup> Tuesday in May & November)**  
*(Next Regular Meeting: Tuesday, November 12, 2024 @10:30 am)*
- 8. Records Commission (2<sup>nd</sup> Tuesday in June & December)**  
*(Next Regular Meeting: Tuesday, December 10, 2024 @4:00pm)*
- 9. Housing Council (1<sup>st</sup> Monday after the TIRC meeting)**
- 10. Health Care Cost Committee (as needed)**
- 11. Preservation Commission (as needed)**
- 12. Napoleon Infrastructure/Economic Development Fund Review Committee (NIEDF) (as needed)**
- 13. Tax Incentive Review Council**
- 14. Volunteer Firefighters' Dependents Fund Board (as needed)**
- 15. Volunteer Peace Officers' Dependents Fund Board (as needed)**
- 16. Lodge Tax Advisory & Control Board (as needed)**
- 17. Board of Building Appeals (as needed)**
- 18. ADA Compliance Board (as needed)**

*City of Napoleon, Ohio*  
**CITY COUNCIL MEETING MINUTES**  
Monday, October 21, 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, Dr. David Cordes
Mayor	Joseph Bialorucki
City Manager	Andy Small
Finance Director	Kevin Garringer
Law Director	Billy Harmon
Clerk of Council	Mikayla Ramirez
Others	News-Media, Ed Legg-Police Chief, Brittany Roof-Human Resource Director

---

**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 October 7, 2024, Regular Council meeting are approved as presented.

**CITIZEN COMMUNICATION-NONE**

**REPORTS FROM COUNCIL COMMITTEES**

The Electric Committee did not meet on October 14, 2024, due to lack of agenda items.

The Water, Sewer, Refuse, Recycling and Litter Committee did not meet on October 14, 2024, due to lack of agenda items.

The Municipal Properties, Building, Land Use and ED Committee did not meet on October 14, 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**

**Resolution No. 036-24 Yearly Occurring Costs**

Council President Durham read by title Resolution No. 036-24, a Resolution amending Resolution No. 042-23, the City's yearly reoccurring costs legislation; and declaring an Emergency

Motion: Haase                      Second: Schwab  
to approve first read of Resolution No. 036-24

Garringer said, this is amending a resolution that we passed during budgeting time last year. We have a list of businesses that we put on this list that we may spend over excess of \$50,000. When we went through this list a week ago in my office we found if you look at exhibit A in blue it's the Henry County Commissioners, exhibit B has none, and exhibit C. Exhibit C has three or four businesses that are getting close or have went over that \$50,000 threshold. We felt that to help protect us and make sure that our audit is clean and without issues that we ask council to amend the resolution to include these

businesses here. These are just things we noticed that are getting close to that \$50,000 threshold. I would ask for suspension so we could have this taken care of tonight. Schwab said, is there any background as to why we have got closer to that budget? Garringer said, I think everyone of these has their own little stories but if I go with the last one here, Musco Sports Lighting we got close to that one because that was part of the new lights we put out at Glenwood Park. At the time of budgeting, we weren't even considering that budget. Then we used them more or we added services to them. Central Square Safety Services software that police and fire uses with their annual cost increase we thought we should put them on. Then, Atlantic Emergency Solutions and other safety services that we may have just started purchasing more items from them that we didn't anticipate. It doesn't mean we didn't budget to purchase safety services items it's just that's specific for that vendor.

Motion: Schwab    Second: Haase  
to suspend the rule requiring three reads of Resolution No. 036-24

Roll call vote on the above motion  
Yeas- Weitzel, McBride, Weaver, Cordes, Schwab, Durham, Haase  
Nays-  
**Yeas-7, Nays-0. Motion Passed.**

Roll call vote to pass Resolution No. 036-24 under Suspension and Emergency  
Roll call vote on the above motion  
Yeas- Weitzel, McBride, Weaver, Cordes, Schwab, Durham, Haase  
Nays-  
**Yeas-7, Nays-0. Motion Passed.**

**SECOND READ OF ORDINANCES AND RESOLUTIONS**

**Resolution No. 035-24 Renew Werlor Contract**

Council President Durham read by title 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

Motion: Schwab    Second: Weaver  
to approve second read of Resolution No. 035-24

Small said, Chad did a fine job defining this piece of legislation two weeks ago. The current Werlor contract of \$45 a ton has been in place for 6 or 7 years and they've asked for a rate of \$50 a ton commencing the end of December for another 3 years. We felt that was more than fair and we would ask for your approval of this legislation to enter a 3-year contract. Bialorucki said, a resident asked me why we're able to do this without public bidding. Harmon said, if council finds it to be in the best interest of the city to forego public bidding pursuant to the legislation under Ordinance 10604, then council can do so. Small said, in the past they have gone out for bids but historically Werlor has always been the lowest and often the only one that bids. Also, with them just 15 miles down the road it just makes it very easy for us to do and is cost effective.

Roll call vote on the above motion  
Yeas- Weitzel, McBride, Weaver, Cordes, Schwab, Durham, Haase  
Nays-

**Yeas-7, Nays-0. Motion Passed.**

**THIRD READ OF ORDINANCES AND RESOLUTIONS-NONE**

**GOOD OF THE CITY (Discussion/Action)**

**Approval of the Power Supply Cost Adjustment Factor for October 2024 as PSCA 3-month averaged factor \$0.00181 and JV2 \$0.060024**

Small said, I think I've said this every month for the last 5 months but it's lower than the month before to the point where there is no adjustment. It's attributable to a couple of things, low cost of natural gas and our hydro plants not working, which is an expensive power because of the low water levels on the Ohio River. That defines why the rate is so low. In the future we've come to understand that the capacity cost FERC has approved an increase in capacity costs above all PJM. PJM is the RTO that handles the power like the traffic half of the power across PJM. PJM stands for Pennsylvania, New Jersey, and Maryland so that gives you an idea as how far east they go and west to Indiana. FERC has approved an increase in capacity cost for them to the tune of 10 times what they currently are. What that means potentially in terms of cost for power in the future could be 2 to 4 cents higher than it is right now. That increase is due to a couple of different factors the powerplant retirements, there are a lot more generation assets being retired than there are coming online so there are generation assets and not only that data centers. AI is driving the amount of power being used to be way up and so it is just more to be handled across the transmission lines, so those costs are going to be increased 10 times than what they are now. So, we can just enjoy the low rates now while we have them. It's not only Napoleon that's going to see an increase as I said being a huge entity it's just something we're going to have to absorb.

Motion: Haase Second: Cordes

to approve the Approval of the Power Supply Cost Adjustment Factor for October 2024 as PSCA 3-month averaged factor \$0.00181 and JV2 \$0.060024

Roll call vote on the above motion

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

Nays-

**Yeas-7, Nays-0. Motion Passed.**

**To Set November 1, 2024, and November 2, 2024, as the date for the Annual Budget Review**

Garringer said, we are asking that council and Finance and Budget Committee meet to go over the department budgets on Friday, November 1<sup>st</sup> and Saturday, November 2<sup>nd</sup> at 8 am. The current schedule has Friday as a full day from 8am-4:30pm and Saturday from 8am until about 10am-12pm.

Motion: Schwab Second: Weitzel

November 1, 2024, and November 2, 2024, as the date for the Annual Budget Review

Roll call vote on the above motion

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

Nays-

**Yeas-7, Nays-0. Motion Passed.**

**Approval of a new Liquor Permit for Chief Supermarket Inc., 1247 Scott St.**

Small said, as long the police department has no problem with it. Legg said, I received a notice and have no problem with it. Cordes said, is this regarding the hard liquor license. Small said, I was wondering the

same thing. I wasn't sure if they were taking over the liquor portion of it from Rite Aid, that is kind of how it reads to me, but I don't know. Schwab said, another assumption would be that we have this type of license available within that zone. Small said, yes I believe so, once it gets to this point I think that is always true.

### **Appoint a new member to the AD Hoc Committee**

Durham said, I would like to make a change on the AD Hoc Committee that we assigned roles to a couple meetings ago. If we could remove Tom Weaver and add Jordan McBride to that committee, that is what I would seek to do.

Motion: Schwab                               Second: Haase  
to remove Tom Weaver and appoint Jordan McBride to the AD Hoc Committee

Roll call vote on the above motion  
Yeas- Weitzel, McBride, Weaver, Cordes, Schwab, Durham, Haase  
Nays-  
**Yeas-7, Nays-0. Motion Passed.**

### **AROUND THE TABLE**

Small said, the annual CIC meeting is this coming Thursday evening, and I believe I already have commitments from the mayor, Ross, Ken, Brittany, and Jordan to attend. I just wanted to confirm so we fill our table. Durham said, what time does that start? Small said, 4:30pm.

Harmon said, everything discussed at the last council meeting still stands.

McBride said, it's cool to see fall ball being used and the parks still being active. Everything is in great condition on the golf course so, hats off to Parks and Recreation Department. I know we still have a little bit to finish but it's been really well utilized this season. It's also nice to hear the cheers from my backyard.

Weitzel-Nothing.

Haase said, is the concession stand finished at the new park? Small said, not quite yet but they're made a tremendous amount of headway in the last couple months, but I know at least the front door isn't on yet. In the inside I understand it is nearing completion.

Bialorucki said, I just wanted to recognize the five people from the City of Napoleon that attended the AMP public power certification. Napoleon had the most people who attended, so I want to thank Kevin, Ross, Jordan, Andy, and Brittney for spending their time to attend those classes.

Schwab-Nothing.

Cordes said, I'd to say thanks to the electric department for sending people down south for the hurricane rebuilding.



Weaver said, the October 28<sup>th</sup> won't be necessary because there are no new agenda items.

Garringer-Nothing.

**EXECUTIVE SESSION (Discussing the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official)**

Motion: Haase Second: Schwab

To enter executive session for the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official at 7:18 pm

Roll call vote on the above motion

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

Nays-

**Yeas-7, Nays-0. Motion Passed.**

Motion: McBride Second: Weaver

to end the executive session for the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official at 8:54 pm.

Motion: Weaver Second: Weitzel

to place our finance director Kevin Garringer under immediate administrative leave with pay effective this meeting

Roll call vote on the above motion

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

Nays-

**Yeas-7, Nays-0. Motion Passed.**

Durham said, Kevin I will meet you in the executive session room right after the meeting is adjourned.

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

**ADJOURNMENT**

Motion: Weitzel Second: Weaver

to adjourn the City Council meeting at 8:55 p.m.

Roll call vote on the above motion

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

Nays-

**Yeas-7, Nays-0. Motion Passed.**

Approved

---

J. Ross Durham, Council President

---

Joe Bialorucki, Mayor

---

Mikayla Ramirez, Clerk

DRAFT

City of Napoleon, Ohio  
**SPECIAL CITY COUNCIL MEETING MINUTES**  
Friday, October 25, 2024, at 12:00 pm

**PRESENT**

Council Members                    Ross Durham-Council President, Brittany Schwab-Council President Pro-Tem, Ken Haase, Robert L. Weitzel, Tom Weaver, Jordan McBride, Dr. David Cordes  
Mayor                                    Joseph Bialorucki  
City Manager                         Andy Small  
Law Director                         Billy Harmon  
Clerk of Council                    Mikayla Ramirez  
Others                                    News-Media, Justin Ruffer- Asst. Police Chief, Brittany Roof-Human Resource Director, Lori Rausch, Shannon Fiedler

**CALL TO ORDER**

Council President Durham called the City Council meeting to order at 12:00 pm.

**EXECUTIVE SESSION (Discussing the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official)**

Motion: Weaver                      Second: Schwab  
To enter executive session for the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official at 12:00 pm

Roll call vote on the above motion  
Yeas- McBride, Weaver, Cordes, Schwab, Durham, Haase, Weitzel  
Nays-  
**Yeas-7, Nays-0. Motion Passed.**

Motion: Haase                        Second: Weitzel  
To end the executive session for the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official at 12:17 pm.

Roll call vote on the above motion  
Yeas- McBride, Weaver, Cordes, Schwab, Durham, Haase, Weitzel  
Nays-  
**Yeas-7, Nays-0. Motion Passed.**

Motion: Weaver                      Second: McBride  
to reinstate the city finance director Kevin Garringer and remove him from administrative leave with the return-to-work date of Monday, October 28, 2024, at 7:30 am this motion to be effective immediately upon adjournment of this meeting.

Roll call vote on the above motion  
Yeas- McBride, Weaver, Cordes, Schwab, Durham, Haase, Weitzel  
Nays-  
**Yeas-7, Nays-0. Motion Passed.**

Durham said, I would like to note that earlier this week the City of Napoleon City Council placed finance director Kevin Garringer on unpaid administrative leave while an investigation was conducted into a matter involving the finance department. The Napoleon City Council takes all claims very seriously and believes it is essential to protect both the integrity of the city and the individuals involved. The decision was made with careful consideration ensuring a fair and unbiased investigation process, while protecting all parties involved. After conducting our due diligence, we are pleased to announce that we have full confidence in Kevin’s return to his role as finance director for the City of Napoleon. The City of Napoleon stands firmly behind him and appreciates his unwavering professionalism and cooperation throughout the process. We want to express our sincere gratitude to Kevin for his dedication and commitment to the City of Napoleon during this time and we look forward to his return and continued management of our financial operations.

**ADJOURNMENT**

Motion: Weaver                                      Second: Haase  
to adjourn the Special City Council meeting at 12:19 p.m.

Roll call vote on the above motion

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

Nays-

**Yeas-7, Nays-0. Motion Passed.**

Approved

\_\_\_\_\_  
J. Ross Durham, Council President

\_\_\_\_\_  
Joe Bialorucki, Mayor

\_\_\_\_\_  
Mikayla Ramirez, Clerk

**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

## Operations Department

1775 Industrial Dr., P.O. Box 151, Napoleon, OH 43545

Phone: 419/599-1891 Fax: 419/592-4379

### MEMORANDUM

**To:** Chad Lulfs, P.E. and P.S. Director of Public Works  
**From:** Brian Okuley, Operations Superintendent  
**Date:** October 24, 2024  
**Subject:** 2024 Fall Clean Up Summary

			EXPENSES				
LABOR	HOURS		2024	2023	2022	2021	
Regular rate - includes 38.5% for benefits and longevity	356.0	\$	9,670.43	\$ 8,038.42	\$ 10,736.42	\$ 11,078.59	
Overtime rate - includes 38.5% for benefits and longevity	4.0	\$	170.34	\$ 476.99	\$ 2,193.82	\$ 1,215.61	
<b>TOTAL</b>	<b>360.0</b>	<b>\$</b>	<b>9,840.77</b>	<b>\$ 8,515.40</b>	<b>\$ 12,930.25</b>	<b>\$ 12,294.19</b>	
TRUCK RENTAL	HOURS		2024	2023	2022	2021	
Truck #403	0.0	\$	-	\$ 2,312.00	\$ 4,940.88	\$ 4,259.40	
Truck #443	33.5	\$	4,685.80	\$ 2,584.00	\$ 5,474.00	\$ 4,300.32	
Truck #366	32.6	\$	4,561.20	\$ 5,032.00	\$ -	\$ -	
Fuel Recovery Fee	0.0	\$	323.65	\$ 347.48	\$ 364.52		
<b>TOTAL</b>	<b>66.1</b>	<b>\$</b>	<b>9,570.65</b>	<b>\$ 10,275.48</b>	<b>\$ 10,779.40</b>	<b>\$ 8,559.72</b>	
FUEL FOR CITY TRUCKS	GALLONS		2024	2023	2022	2021	
Refuse Trucks	114.24	\$	443.37	\$ 769.80	\$ 1,183.04	\$ 749.96	
Dump Trucks	28.91	\$	112.13	\$ 265.75	\$ 302.59	\$ 228.33	
<b>TOTAL</b>	<b>143.14</b>	<b>\$</b>	<b>555.50</b>	<b>\$ 1,035.55</b>	<b>\$ 1,485.63</b>	<b>\$ 978.29</b>	
LANDFILL WASTE DISPOSAL	LOADS	TONS	2024	2023	2022	2021	
10/07/24	7	43.20	\$ 2,174.40	\$ 2,176.61	\$ 1,973.78	\$ 2,050.61	
10/08/24	8	48.54	\$ 2,445.18	\$ 2,174.70	\$ 2,465.21	\$ 2,039.17	
10/09/24	8	51.04	\$ 2,487.68	\$ 1,994.35	\$ 2,817.74	\$ 2,271.56	
10/10/24	8	46.94	\$ 2,417.98	\$ 2,599.78	\$ 2,689.21	\$ 2,008.62	
10/11/24	0	0.00	\$ -	\$ 316.63	\$ 788.71	\$ 740.20	
<b>TOTAL</b>	<b>31</b>	<b>189.72</b>	<b>\$ 9,525.24</b>	<b>\$ 9,262.07</b>	<b>\$ 10,734.65</b>	<b>\$ 9,110.16</b>	
SCRAP TIRE DISPOSAL	COUNT	TONS	2024	2023	2022	2021	
10/11/24	0	0.65	\$ 130.00	\$ 60.50	\$ 148.00	\$ 94.00	
<b>TOTAL</b>	<b>0</b>	<b>0.65</b>	<b>\$ 130.00</b>	<b>\$ 60.50</b>	<b>\$ 148.00</b>	<b>\$ 94.00</b>	
<b>TAGS PURCHASED (37Car, 3 Semi, Tractor)</b>			<b>\$ 258.00</b>	<b>\$ 106.00</b>	<b>\$ 116.00</b>	<b>\$ 88.00</b>	
SCRAP METALS	LOADS	TONS	REVENUE 2024	REVENUE 2023	REVENUE 2022	REVENUE 2021	
10/07/24	12	5.51	\$ 826.50	\$ 738.00	\$ 710.60	\$ 1,184.00	
10/08/24	12	5.54	\$ 831.00	\$ 715.50	\$ 779.90	\$ 822.00	
10/09/24	10	4.88	\$ 732.00	\$ 597.00	\$ 785.40	\$ 1,168.00	
10/10/24	16	7.15	\$ 1,072.50	\$ 664.50	\$ 636.90	\$ 1,000.00	
10/11/24	3	1.05	\$ 157.50	\$ 138.00	\$ 581.96	\$ 286.70	
refrigerated appliance fee			\$ (180.00)	\$ (250.00)	\$ (483.00)	\$ (508.00)	
<b>TOTAL</b>	<b>53</b>	<b>24.13</b>	<b>\$ 3,439.50</b>	<b>\$ 2,603.00</b>	<b>\$ 3,011.76</b>	<b>\$ 3,952.70</b>	
<b>TAGS PURCHASED (12 reffridgerated appliances)</b>			<b>\$ 208.00</b>	<b>\$ 260.00</b>	<b>\$ 70.00</b>	<b>\$ 180.00</b>	
<b>2024 TOTAL FALL CLEANUP</b>			<b>\$ 26,182.66</b>	<b>\$ 26,546.00</b>	<b>\$ 33,066.17</b>	<b>\$ 27,083.66</b>	



# City of NAPOLEON, Ohio

## Operations Department

1775 Industrial Dr., P.O. Box 151, Napoleon, OH 43545

Phone: 419/599-1891 Fax: 419/592-4379

### MEMORANDUM

**To:** Chad Lulfs, P.E. and P.S. Director of Public Works  
**From:** Brian Okuley, Operations Superintendent  
**Date:** October 24, 2024  
**Subject:** 2024 Fall Clean Up Summary

