
MEMORANDUM

To: Mayor & Members of Council
From: Jon Bisher
Subject: General Information
Date: February 15, 2013

CALENDAR

AGENDA – *City Council*; Monday, February 18th @ 6:30 pm

C. APPROVAL OF MINUTES – February 4, 2013

H. INTRODUCTION OF NEW ORDINANCES AND RESOLUTIONS

1. **RESOLUTION NO. 006-13** a Resolution Authorizing the City Manager to Enter into the Master Utility Reimbursement Agreement with the Ohio Department of Transportation (ODOT); and Declaring an Emergency.
 - a. A copy of the agreement is attached.

K. GOOD OF THE CITY

1. Approval of BILLING DETERMINANTS for February
2. Recommendation Not to do a PERFORMANCE AUDIT FOR THE ELECTRIC DEPARTMENT
 - As reported out in E.2, this was the recommendation of the Electric Committee.
3. Review of PC13-01 Preliminary Plat 2269 NORTH SCOTT STREET
4. Review of PC13-02 Rezoning 2269 NORTH SCOTT STREET
5. Review of PC13-03 Review of Changes to PLANNING AND ZONING CODES. (*Refer to Committee*)
6. Updated WATER COST OF SERVICE STUDY by Courtney and Associates
 - Enclosed is a copy of Courtney & Associates' proposal along with a draft copy of the agreement Greg put together.
7. Updated ELECTRIC COST OF SERVICE STUDY by Courtney and Associates
 - Courtney & Associates' proposal is attached.
8. Approval of Plans and Specifications for the SCOTT STREET IMPROVEMENTS PROJECT
 - Please see the enclosed Memorandum from Chad that gives an overview of the project. A copy of the plans and specifications are on file with the Finance Director/Clerk's office.

9. Resolution OPPOSING HB5 Relating to Municipal Income Tax, Direct the Law Director to Develop Legislation
 - Enclosed are two (2) pieces of information Greg Heath has provided.
10. Schedule a *Public Hearing* for the CDBG and HOME Programs (6:45 pm on March 4, 2013)
11. Schedule a *Public Hearing* for the Community Housing Improvement Program (CHIP) (6:45 pm on March 18, 2013)
12. Review/Approval of WATER PILOT STUDY Contract
 - The enclosed Memorandum from Chad is recommending the approval of a sole source contract to Jones & Henry Engineers, a copy of the contract is on file with the Finance Director/Clerk's office.
13. Review/Approval of IT Contract with Quantum
 - This contract is on file with the Finance Director/Clerk's office.
14. Review of the MUNICIPAL OPERATION OF THE GOLF COURSE
 - Greg has put together information on *Golf Revenue to Expenditures*

RELATED ITEMS

1. **AGENDA** – *Tree Commission* Meeting; Monday, February 18th at 6:00 pm
2. **CANCELLATION** – Parks & Rec Committee Meeting

JAB:rd
Records Retention
CM-11 - 2 Years

January 2013							February 2013							March 2013						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2						1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28			24	25	26	27	28	29	30
														31						

 Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
	6:00 PM City TREE Commission Meeting 6:30 PM Special City COUNCIL Meeting AV - Dan		AMP - Bisher	AMP - Bisher		
24	25	26	27	28	1	2
AMP - Bisher (Arizona)	6:30 PM Finance & Budget Committee Meeting 7:30 PM Safety & Human Resources Committee Meeting AV - Shery AMP - Bisher (Arizona)	AMP - Bisher (Arizona)	AMP - Bisher (Arizona)	BISHER - Vacation	BISHER - Vacation	BISHER - Vacation

February 2013							March 2013							April 2013						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2						1	2		1	2	3	4	5	6
3	4	5	6	7	8	9	3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28			24	25	26	27	28	29	30	28	29	30				
							31													

Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
24	25	26	27	28	1	2
AMP - Bisher (Arizona)	6:30 PM Finance & Budget Committee Meeting 7:30 PM Safety & Human Resources Committee Meeting AV - Shery AMP - Bisher (Arizona)	AMP - Bisher (Arizona)	AMP - Bisher (Arizona)	BISHER - Vacation	BISHER - Vacation	BISHER - Vacation
3	4	5	6	7	8	9
BISHER - Vacation	7:00 PM City COUNCIL Meeting 8:00 PM Technology & Communication Committee AV - Dan					
10	11	12	13	14	15	16
	6:30 PM Electric Committee BOPA Meeting 7:00 PM Water/Sewer Committee Meeting 7:30 PM Municipal Properties/ED Committee Meeting AV - Rox	5:00 PM Planning Commission Mtg.	6:30 PM Joint Meeting of Parks & Rec Board and Parks & Rec Committee			
17	18	19	20	21	22	23
	6:00 PM City TREE Commission Meeting 7:00 PM City COUNCIL Meeting 8:00 PM Parks & Rec Committee Meeting AV - Dan		AMP - Bisher	AMP - Bisher		
24	25	26	27	28	29	30
	6:30 PM Finance & Budget Committee Meeting 7:30 PM Safety & Human Resources Committee Meeting AV - Shery				HOLIDAY - City Offices Closed	
31	1	2	3	4	5	6
	7:00 PM City COUNCIL Meeting AV - Dan					

CITY COUNCIL

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

SPECIAL MEETING AGENDA

Monday, February 18, 2013 at 6:30 PM

- A. Attendance** *(Noted by the Clerk)*
- B. Prayer & Pledge of Allegiance**
- C. Approval of Minutes:** 2/4/13 *(In the absence of any objections or corrections, the minutes shall stand approved.)*
- D. Citizen Communication**
- E. Reports from Council Committees**
- 1. Technology & Communication Committee** did not meet on Monday, February 4 due to lack of non-tabled agenda items.
 - 2. Electric Committee** *(Majority Report)* met on Monday, February 11 and recommended:
 - a.** To approve the February billing determinants
 - b.** Not to do a performance audit for the Electric Department
 - 3. Water, Sewer, Refuse, Recycling & Litter Committee** did not meet on Feb. 11 due to lack of agenda items.
 - 4. Municipal Properties, Buildings, Land Use & Economic Development Committee** did not meet on Feb. 11 due to lack of agenda items.
- G. Reports from Other Committees, Commissions and Boards** *(Informational Only-Not Read)*
- 1. Board of Public Affairs** met on Monday, February 11 and recommended approval of February billing determinants.
 - 2. Board of Zoning Appeals** did not meet on Tuesday, Feb. 12 due to lack of agenda items.
 - 3. Planning Commission** met on Feb. 12 with the following agenda items:
 - a.** PC 13-01 Preliminary Plat
 - b.** PC 13-02 Rezoning
 - c.** PC 13-03 Review of Changes to Planning & Zoning Codes
- H. Introduction of New Ordinances and Resolutions**
- 1. Resolution No. 006-13** A Resolution authorizing the City Manager to enter into the Master Utility Reimbursement Agreement with the Ohio Department of Transportation (ODOT); and Declaring an Emergency
- I. Second Readings of Ordinances and Resolutions**
There are no second readings of Ordinances and Resolutions.
- J. Third Readings of Ordinances and Resolutions**
There are no third readings of Ordinances and Resolutions.
- K. Good of the City** *(Any other business as may properly come before Council, including but not limited to:*
- 1. Discussion/Action:** Approval of billing determinants for February as follows:
Generation Charge: Residential @ \$.07971; Commercial @ \$.09915; Large Power @ \$.04923; Industrial @ \$.04923; Demand Charge Large Power @ \$14.14; Industrial @ \$15.46; JV Purchased Cost: JV2 @ \$.05595; JV5 @ \$.05595
 - 2. Discussion/Action:** Recommendation not to do a performance audit for the Electric Department
 - 3. Discussion/Action:** Review of PC 13-01 Preliminary Plat 2269 N. Scott St.
 - 4. Discussion/Action:** Review of PC 13-02 Rezoning 2269 N. Scott St.
 - 5. Discussion/Action:** Review of PC 13-03 Review of Changes to Planning & Zoning Codes *(Refer to Committee)*
 - 6. Discussion/Action:** Updated Water Cost of Service Study by Courtney and Associates
 - 7. Discussion/Action:** Updated Electric Cost of Service Study by Courtney and Associates
 - 8. Discussion/Action:** Plans/Specifications for Scott Street Improvements Project
 - 9. Discussion/Action:** Resolution opposing HB 5 relating to Municipal Income Tax, direct Law Director to develop legislation
 - 10. Discussion/Action:** Schedule a public hearing for the CDBG and HOME Programs *(6:45 PM on March 4)*
 - 11. Discussion/Action:** Schedule a public hearing for the Community Housing Improvement Program (CHIP) *(6:45 PM on March 18)*
 - 12. Discussion/Action:** Review/Approval of Water Pilot Study Contract

13. Discussion/Action: Review/Approval of IT Contract with Quantum

14. Discussion/Action: Review of the Municipal Operation of the Golf Course

L. Executive Session *(As needed)*

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

N. Adjournment

Gregory J. Heath, Finance Director/Clerk of Council

City of Napoleon, Ohio
CITY COUNCIL

Meeting Minutes

Monday, February 4, 2013 at 7:00 PM

PRESENT	
Council	John Helberg - President, Jeff Lankenau, James Hershberger, Patrick McColley, Christopher Ridley, Jason Maassel
Mayor	Ronald A. Behm
City Manager	Dr. Jon A. Bisher
Law Director	Trevor M. Hayberger
Finance Director/Clerk	Gregory J. Heath
Recorder	Barbara Nelson
City Staff	Matt Bilow, Wastewater Plant Superintendent Tony Cotter, Parks & Recreation Director Chad Lulfs, City Engineer Jeff Rathge, Operations Superintendent Dan Wachtman, MIS Administrator Robert Weitzel, Police Chief News Media
Others	
ABSENT	
Council	Travis Sheaffer
Prayer	President Helberg called the meeting to order at 7:00 pm with the Lord's Prayer followed by the Pledge of Allegiance.
State Of The City	Mayor Behm gave the 2013 State of the City Address (attached).
Review Of Minutes	Helberg said he recalled that the motion regarding a Mini-Excavator was to proceed with writing of the specifications, not to purchase it. (This was discussed and resolved later in the meeting.)
Citizen Communication	None
Committee Reports	The Parks & Recreation Committee did not meet on Monday, January 21 due to lack of agenda items. The Finance & Budget Committee met on Monday, January 28 and recommended: a. To continue with passing on to customers the conveyance fees as currently established for debit/credit cards to discuss later in the meeting b. To amend Ordinance 010-07 as needed to implement changes for onsite taking of credit and debit cards for payment of services c. To move ahead with legislation for the issuance of a \$2.5 million note including an emergency clause with suspension requested The Safety and Human Resources Committee met on January 28 and recommended: a. To follow Med3000 recommendations for rate increases including mileage
Introduction Of Ordinance 005-13	President Helberg read by title Ordinance No. 005-13 An Ordinance providing for the issuance and sale of notes in the maximum principal amount of \$2,500,000, in anticipation of the issuance of bonds, for the purpose of paying the costs of improving the municipal water system by constructing a new water treatment plant, acquiring and improving related interest in real property, improving and rehabilitating the existing water treatment plant and related storage facilities, and rehabilitating the elevated storage tanks, together with all necessary and related appurtenances thereto,

recommendations. He hopes the golf course is put up for auction. If we do that, it could eliminate the revenue gap and leave a surplus. McColley said the Board did an excellent job working on this. It was challenging. There are nominal fees for some programs. Archbold has a P&R levy and fees. We are the only locality with no fees. Lankenau agreed with McColley. We can't presume the golf course will be closed this summer. If it is and we balance the budget, then we can get rid of fees.

The Mayor objected to the P&R Board reducing the cost to play golf. This means there will have to be additional golfers to get up to the level we were at last year. Lankenau said the Board did this because they thought they could increase play and revenue. Council told them to make these decisions. Helberg said someone suggested memberships be eliminated at the golf course so everyone pays for every round of golf. They also had suggestions on cart trail fees. Bisher said this doesn't turn on a dime. Council does a budget. He can't operate if Council doesn't stand by what they say. The golf course may be sold in a year, but it requires debate. He will do what Council says, but budget decisions were made for 2013. That's how he's proceeding. Mayor Behm said the budget isn't set in stone. Council can budget as they see fit. McColley said the P&R Board spent a lot of time with this. Council asked them to implement fees and they did. We should pass this legislation and re-evaluate it later.

Helberg asked about discontinuing golf memberships. McColley said memberships help us when there is bad weather and flooding. Ridley said passing the legislation will not stop the discussion. McColley said it will be an ongoing discussion. It would be hard to close the course before summer. Hershberger said this requires lengthy discussions.

Bisher said the auditors were specific in saying the golf course was managed very well. The three reasons why it is losing money are all out of our control:

1. The course is 9 holes instead of 18;
2. The course is located on a flood plain;
3. The game of golf is less popular than it was.

If there was a quick fix, the auditors would have pointed it out or we would already be doing it. We may want to sell the property, but it can't be turned around in one year. There will be losses. Helberg noted that the auditors did not include 2011, a year of double floods, in the golf course averages. Bisher said the golf course is in the budget to not do well. We can't dyke it or the water will go into people's houses. We planned it so P&R land floods instead of businesses and homes.

Helberg said if this passes tonight, he would recommend that the P&R Committee discuss putting a moratorium on accepting memberships. Cotter said memberships sell in April and a few before the season starts. McColley said the golf course will not make money. It can't win no matter how you arrange it. Eliminating memberships could make us lose money if it floods. Helberg asked how many memberships there are. Cotter said he didn't know for sure, but guessed about 150. Lankenau said we beat this horse to death. It's time to vote.

Passed
Yea-6
Nay-0

Roll call vote to pass Ordinance No. 002-13 on third read
Yea- Ridley, Maassel, Hershberger, Helberg, McColley, Lankenau
Nay-

GOOD OF CITY
Discussion/Action
Haley Ave Interceptor

Lulfs said bids were opened last week for the Haley Ave. Interceptor I/I Reduction Project (LTCP #17B). Two bids were received. Vernon Nagel, Inc. was the lowest

**I/I Reduction Project
(LTCP #17B)**

and was within 10% of the \$800,000 estimate. Lulfs recommended using Sewer Funds for the additional costs. We have a grant for \$325,000 that we will lose if the project is not completed by July 1. Lulfs recommended awarding the bid to Vernon Nagel, Inc. in the amount of \$860,351.13.

**Motion To Award
Vernon Nagel, Inc.**

Motion: Hershberger Second: Lankenau
To award the bid for the Haley Ave. Interceptor I/I Reduction Project (LTCP #17B) to Vernon Nagel, Inc. in the amount of \$860,351.13

**Passed
Yea-6
Nay-0**

Roll call vote on above motion:
Yea- Ridley, Maassel, Hershberger, Helberg, McColley, Lankenau
Nay-

**Specs For 2 Patrol
Cars**

Chief Weitzel said two police vehicles are to be replaced per the 2013 budget, including a 2010 Ford Crown Victoria with 87,000+ miles and a 2010 Dodge Charger with 93,000+ miles. He will replace both with current year Dodge Chargers from the state bid contract. The budget is \$53,000. Cost including up-fit is \$49,519.00. An additional \$1,000.00 will be set aside for a local company to stripe the cars. Total cost is \$50,519.00. He requested that Council approve specifications as presented and purchase of two state contract vehicles to include striping and upfit cost.

Lankenau asked if the vehicles could be purchased locally. Weitzel said no company in town sells Dodge. Helberg said these are specialty vehicles. The last time we ordered locally it took 9-12 months to get them. Ridley asked if current vehicles will be traded in. Weitzel said they are typically rotated down, but he can trade them in or sell them at auction. Helberg said there is not enough mileage to trade them in at two years old, if we are going to trade them in he would rather keep them longer, then trade them in. Bisher said we could bring these vehicles into the rotation and take out two vehicles with the highest mileage and/or problems. Hershberger said police calls are about 50% higher than five years ago. We need to have vehicles that run and don't stall out.

**Motion To Approve
Specs For Purchase
Of 2 Patrol Cars**

Motion: Lankenau Second: Ridley
To approve specifications for purchase of two patrol cars

**Passed
Yea-6
Nay-0**

Roll call vote on above motion:
Yea- Ridley, Maassel, Hershberger, Helberg, McColley, Lankenau
Nay-

**Onsite Taking Of
Credit/Debit Cards**

Heath said the recommendation for onsite taking of credit/debit cards came from the Finance & Budget Committee. We are pursuing a different provider through F&M Bank. McColley said this will allow staff to take payments at the counter and lower conveyance fees. Heath said the conveyance fee will be about \$3 less. We may use a table based on the amount of the bill. He requested that this be referred to the Law Director to see what legislation changes are required.

**Motion To Make
Changes As Needed
For Onsite Taking
Credit/Debit Cards**

Motion: Ridley Second: Lankenau
To direct the Law Director to review Ordinance 010-07 and make changes as needed to implement changes for onsite taking of credit and debit cards for payment of services, and to continue passing on of conveyance fees as currently established.

**Passed
Yea-6**

Roll call vote on above motion:
Yea- Ridley, Maassel, Hershberger, Helberg, McColley, Lankenau

Motion To Approve Spring & Fall Hydrant Flushing Dates	Motion: Lankenau To approve spring hydrant flushing for the weeks of 4/1 - 4/5 and 4/15 - 4/19 and to approve fall hydrant flushing for the weeks of 10/14-10/18 and 10/21 – 10/25 to be done in the same fashion as 2013	Second: McColley
Passed	Roll call vote on above motion:	
Yea-6	Yea- Ridley, Maassel, Hershberger, Helberg, McColley, Lankenau	
Nay-0	Nay-	
Hayberger	Hayberger – no items	
Lankenau	Lankenau said if we can buy a vehicle locally and competitively, we should. Bisher said we have a policy and do this whenever we can do it competitively.	
McColley	McColley – no items	
Mayor Behm	Mayor Behm asked if wells/cisterns are allowed in the City. Bisher said the rules forbid wells and cisterns for drinking water. Helberg said they are allowed for geothermal and for watering shrubs, etc. because these are not connected to the sewer. Bisher asked the Law Director to check on this. Mayor Behm asked how much land the City owns. Bisher said there are two classes: (1) for public use and (2) for economic development (ED) purposes. We pay taxes on ED properties. This is one way to fund ED. Mayor Behm said the auditor shows we own 150 parcels, but many are easements. Hayberger said if it is an easement, the property wouldn't be the City's. Mayor Behm asked if Wachtman is the only one who knows computer passwords. Is there a back-up for this? Wachtman said Todd can do it if he isn't here. There are also ways to get around the password if needed. Mayor Behm would like a discussion on putting extra money left over from projects into the general fund for Capital Improvement projects. Helberg referred <i>Mayor's Presentation on Spending Plan</i> to the Finance & Budget Committee. Mayor Behm would like a full Council meeting to review the performance audit. Lankenau suggested reviewing items in the order of what saves the most money first. Helberg set a special Council meeting for Tuesday, February 12 at 6:30 PM for <i>Review of Recommendations in the State Performance Audit</i> .	
Mayor's Presentation on Spending Plan Assigned To Finance & Budget Committee		
Special Council Meeting On 2/12 At 6:30 PM		
Hershberger	Hershberger invited everyone to the Napoleon Fire Fighters Annual Pancake Breakfast on Sunday, February 10 from 7:00am – 1:00 pm.	
Maassel	Maassel asked how to get employers in Napoleon to hire more people. Behm said the City must be financially stable to be attractive. Bisher said Cold Storage is here because our costs are competitive to run their freezers due to having our own electric. We contract out to the CIC for ED. The CIC Director meets with staff every Tuesday morning and we solve problems together. Mayor Behm said Buckeye Laundry and a local water bottling company can't afford to operate when the cost of water goes up. Ridley said the City's population has decreased which means a smaller share of people are carrying a greater share of the cost. We have to reverse this trajectory.	
Ridley	Ridley – no items	
Heath	Heath distributed summary budget books for 2013. They reflect summary details from the big budget books. They are also available as a PDF copy. McColley requested that they be put on file share for the Council packet. Heath said the State brought up another House Bill regarding income tax and added to	

City of Napoleon, Ohio

Electric Committee

Majority Report

The Electric Committee met on Monday, February 11, 2013, and recommended:

1. To accept the BOPA recommendation to approve electric billing determinants for February 2013 as follows:
Generation Charge: Residential @ \$.07971; Commercial @ \$.09915;
Large Power @ \$.04923; Industrial @ \$.04923; Demand Charge Large Power @ \$14.14; Industrial @ \$15.46; JV Purchased Cost: JV2 @ \$.05595; JV5 @ \$.05595
2. Not to do a Performance Audit for the Electric Department

Travis Sheaffer, Chair

Patrick McColley, Committee

Jason Maassel, Committee

RESOLUTION NO. 006-13

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO THE MASTER UTILITY REIMBURSEMENT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT); AND DECLARING AN EMERGENCY

WHEREAS, the Ohio Department of Transportation, proposes to construct and improve various sections of state highways, in accordance with road plans filed in the appropriate ODOT district office; and,

WHEREAS, in order for ODOT to improve said highways in accordance with project plans it will be necessary to adjust, remove, and/or relocate certain City facilities; and,

WHEREAS, ODOT, under ORC 5501.51, is obligated to reimburse the City for the actual costs of altering existing facilities to conform to the new improvement; and

WHEREAS, ODOT and the City are desirous of having an agreement for the proper administration of this process, Now Therefore,

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

Section 1. That, the City Manager is authorized to enter into the “Master Utility Reimbursement Agreement”.

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

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

Section 4. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to allow for timely administration of the rebate (s) necessary to assure public peace, health or safety; therefore, it shall be in full force and effect at the earliest time permitted by law.

Passed: _____

John A. Helberg, Council President

Approved: _____

Ronald A. Behm, Mayor

VOTE ON PASSAGE _____ Yea _____ Nay _____ Abstain

Attest:

Gregory J. Heath, Clerk/Finance Director

I, Gregory J. Heath, Clerk/Finance Director of the City of Napoleon, do hereby certify that the foregoing Resolution No. 006-13 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____, _____; & I further certify the compliance with rules established in Chapter 103 of the Codified Ordinances Of Napoleon Ohio and the laws of the State of Ohio pertaining to Public Meetings.

Gregory J. Heath, Clerk/Finance Director

ODOT USE ONLY

AGREEMENT NO: _____

MASTER UTILITY REIMBURSEMENT AGREEMENT

THIS MASTER UTILITY AGREEMENT between the State of Ohio, acting by and through the Director of the Ohio Department of Transportation (ODOT), 1980 West Broad Street, Columbus, Ohio, 43223 and the City of Napoleon (UTILITY), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of ODOT.

1. PURPOSE

- 1.1 ODOT proposes to construct and improve numerous sections of state highways designated by PID, County, Route and Section, in accordance with road plans filed in the appropriate ODOT district office.
- 1.2 In order to improve the highway in accordance with project plans, it will be necessary to adjust, remove, and/or relocate certain facilities of the UTILITY.
- 1.3 ODOT will participate in the cost of the adjustment, removal, and/or relocation of the UTILITY's facilities to the extent as may be eligible for State and/or Federal participation.
- 1.4 ODOT, upon receipt of sufficient evidence as outlined in Section 8204.02 of the Department's Utility Manual, acknowledges UTILITY's interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities.
- 1.5 ODOT is obligated under Ohio Revised Code 5501.51 to reimburse the UTILITY for its actual cost of altering existing facilities to conform to the new improvement, but not including any betterment of facilities.

2. DURATION OF TERM

- 2.1 This agreement shall automatically renew each year on July 1 and shall end on June 30 to correspond with the State's fiscal year, unless ODOT or the UTILITY gives written notice of its intention not to renew at least One Hundred Twenty (120) calendar days prior to June 30.
- 2.2 If this agreement is terminated in accordance with Section 2.1, any projects initiated while the agreement was in effect will be governed by the terms and conditions in this agreement until the project is completed.

3. PLANS AND ESTIMATES

- 3.1 ODOT shall provide the UTILITY with a copy of the plans for the highway improvement contemplated which will affect the facilities of the UTILITY as described in ODOT's Project Development Process.
- 3.2 The UTILITY shall prepare relocation plans and estimates for altering its facilities, temporarily, if necessary, and permanently to conform to the new highway improvement and submit same to ODOT. Such plans and estimates shall be prepared in conformance with and as required by 23 CFR 645,

MASTER UTILITY AGREEMENT

Subparts A and B, and all other applicable Federal and State laws, rules and regulations as outlined in ODOT's Office of Real Estate Utilities Manual as required by both parties. Plans shall clearly show the existing facilities as well as the existing right of way, proposed right of way and centerline.

- 3.3** If the UTILITY's estimate contains costs for betterments that are not necessitated by the requirements of the project then those betterment costs shall be deducted from the estimated costs of altering the facilities to conform to the highway improvement.
- 3.4** The UTILITY shall prepare and submit a completed estimate using the most recent version of ODOT Form RE 75-1 "Preliminary Estimate". The estimate shall be properly formatted and contain the appropriate signatures and date of preparation. The RE 75-1 Form can be found on the ODOT web site (www.dot.state.oh.us) in the Real Estate Section under the Production column.

4. PERFORMANCE OF WORK

- 4.1** Acceptance of the UTILITY plans and estimates shall be given by means of written authorization by ODOT. After acceptance of the plans and estimates, the UTILITY shall promptly perform the work necessary to conform to the highway improvement, as set forth in plans referenced in Section 3.2.
- 4.2** Both parties shall cooperate with the other party and/or its contractor in the performance of the work and the UTILITY shall backfill all trenches in accordance with provisions of the appropriate sections of the Ohio Department of Transportation's Construction and Material Specifications Manual.

5. CHANGE ORDERS

- 5.1** **Change in Scope.** In the event conditions or circumstances require a change in scope of the UTILITY's work on the project as set forth in Section 3.2, all changes must be made in writing and approved by both parties, including payment responsibilities, prior to performance of the work. ODOT shall not be responsible for any costs associated with any change in the scope of the UTILITY's work until the ODOT District Utility Coordinator approves the change in writing. Should the UTILITY request a change in the scope of work, the schedule for completion of UTILITY's work shall accommodate the time necessary for ODOT to process the change request. Should the changes to UTILITY'S scope of work be requested by ODOT or a third party, ODOT and the UTILITY shall work together to accommodate ODOT's completion date.
- 5.2** **Cost Increases.** ODOT's written approval is required for total project costs plus any approved changes which exceed the cost estimate (ODOT Form RE 75-1 "Preliminary Estimate"). The UTILITY must use the same RE 75-1 form to submit an updated cost estimate to ODOT for approval prior to incurring any additional cost.

MASTER UTILITY AGREEMENT

6. SUBCONTRACTORS AND VENDORS

6.1 Subcontracting. The UTILITY may, if not adequately staffed or equipped to perform the work required under this agreement, subcontract the work using a continuing contract or a proper competitive bidding providing that 23 CFR 645 is applicable to the utility with respect to this agreement.

- a) **Continuing contract.** If the UTILITY elects to use a vendor under a continuing contract, the UTILITY must provide a copy of the continuing contract to ODOT with the project estimate, if not previously provided. ODOT reserves the right to reject ineligible costs, i.e a betterment, in accordance with this agreement.
- b) **Competitive bidding process.** The UTILITY agrees to furnish bid amounts of all bids to ODOT upon request. If the UTILITY wishes to subcontract to other than the lowest responsible bidder, the UTILITY is not eligible for reimbursement for costs in excess of the low bid amount(s).

7. SCHEDULE

7.1 Utility Construction Schedule. The UTILITY shall endeavor to perform the required relocation in accordance with the project scope. The project scope is defined in working days from start of relocation to completion.

7.2 Schedule Changes. The UTILITY shall not be authorized to extend the time schedule beyond the time frame designated in the project scope unless or until authorized, in writing, by ODOT. The UTILITY shall not be responsible for delays beyond the schedule time frame if such delay is caused by ODOT, a third party or any Force Majeure event.

7.3 Failure to Meet Schedule. Except due to a Force Majeure event, if the UTILITY does not complete its relocation in accordance with the project timeline and/or any subsequent authorized extension to said schedule, and the delay is caused solely by the UTILITY's negligent acts or negligent failure to act, and ODOT notifies the UTILITY in writing of a conflict or interference with ODOT's contractor, then UTILITY shall be responsible and may be charged by ODOT for any reasonable actual costs incurred by ODOT or by ODOT's contractor as a result of such delay. Despite any such delay, UTILITY shall work as expeditiously as possible under the circumstances to complete the work. If UTILITY's work is impacted by circumstances considered by ODOT to be beyond the UTILITY's control, a written extension shall be provided by ODOT.

8. SUBMISSION OF INVOICES

8.1 If UTILITY reimbursement is not subject to a lump sum payment approved by ODOT, the UTILITY may submit to ODOT partial invoices provided that the invoices are submitted no more frequently than one hundred twenty (120) calendar days or upon incurring ten thousand dollars (\$10,000) in incremental costs. The sum of all partial invoices may not exceed fifty percent (50%) of the approved estimate. Partial bills will be paid within thirty (30) calendar days of approval by ODOT. Costs incurred in

MASTER UTILITY AGREEMENT

excess of fifty percent (50%) of the approved estimate shall be billed as a final invoice. The final invoice shall account for all prior costs included in the partial invoices. All partial and final invoices shall be properly formatted and submitted using the most recent version of ODOT Form RE 75-2 "Summary of Bills". The RE 75-2 Form can be found on the ODOT web site (www.dot.state.oh.us) in the Real Estate Section under the Engineering column.

- 8.2** The UTILITY'S preliminary engineering design costs incurred for verifying and locating existing facilities, including but not limited to test pits, correspondence, meetings and exchanges of engineering information are eligible for reimbursement and ODOT will accept billing of these costs after this agreement is fully executed.
- 8.3** The UTILITY is required to submit to ODOT a complete and final invoice for the reimbursable relocation work covering all incurred costs that are properly charged and supported in detail, within one year upon completion of the work. ODOT will pay the final bill within thirty (30) calendar days of receipt of the executed Special Agreement and Waiver of Damages Document from the UTILITY which signifies approval and acceptance of the final billing. All costs incurred as a result of Section 8.4 will be removed from partial and final invoices.
- 8.4** Costs incurred by the UTILITY prior to written authorization by ODOT are not eligible for reimbursement as a direct or indirect cost.

9. TERMS AND CONDITIONS

- 9.1** The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:
- a) Federal-Aid Policy Guide 23 CFR 645;
 - a. Ohio Department of Transportation, Office of Real Estate Utility Relocation Manual, #8100 and #8200
 - b) "Buy America" requirements of 23 USC 313 and 23 CFR 635.410
 - c) 48 CFR 31, Contract Cost Principles and Procedures; and
 - d) Laws of the State of Ohio.
- 9.2** In accordance with Executive Order 2007-01S, the UTILITY, by signing this Agreement certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The UTILITY understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio.

MASTER UTILITY AGREEMENT

10. RECORDS RETENTION AND AUDIT

- 10.1** All books, accounts, reports, files and other records relating to individual projects shall be subject at reasonable times to inspect and audit by ODOT for three (3) years subsequent to receipt of final payment by the UTILITY. Such records shall be provided by the UTILITY at a location designated by mutual agreement by both parties.

11. AVAILABILITY OF FUNDS

- 11.1** It is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds for the adjustment, removal, and/or relocation of UTILITY facilities is certified by the Director of Budget and Management, pursuant to §126.07 of the Ohio Revised Code.

12. WAIVER

- 12.1** Notwithstanding the terms, conditions and obligations set forth within this agreement, the UTILITY does not waive or alter any rights it may have under federal, state or local law, including but not limited to ORC Section 5501.51 and applicable state and federal constitutional provisions, to seek just compensation for the taking of any UTILITY property by ODOT
- 12.2** Except as otherwise provided in this agreement, in no event shall either party be liable to the other party for any special, incidental, indirect, punitive, reliance or consequential damages, whether foreseeable or not, including, but not limited to, loss of profits or revenue, cost of capital, cost of replacement services, or claims of customers or of other third parties, occasioned by any cause whatsoever, including, without limitation, breach of contract, breach of warranty, negligence or strict liability.

13. SIGNATURES

- 13.1** Any person executing this Contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

MASTER UTILITY AGREEMENT

IN WITNESS WHEREOF, the parties hereunto have caused this agreement to be duly executed in duplicate as to the day and year first above written.

**THE STATE OF OHIO,
DEPARTMENT OF TRANSPORTATION**

UTILITY AUTHORIZED SIGNATURE

By _____
JERRY WRAY,

DIRECTOR

Date: _____

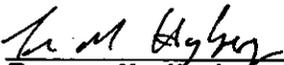
By _____

Name: _____

Title: _____

Date: _____

Approved as to form and correctness:



Trevor M. Hayberger, City Law Director

I hereby acknowledge that State or Federal funds will be used to reimburse the utility for the allowable costs of the utility relocation listed above.

Accordingly, I hereby certify that the costs used to create this estimate are in accordance with the executed Master Utility Reimbursement Agreement between ODOT and the Utility, all applicable laws, regulations and policies, including but not limited to 23 CFR 645, 48 CFR 31, the Buy America requirements contained in 23 USC 313 and 23 CFR 635.410, the ODOT Office of Real Estate Utilities Manual, and other applicable Federal, State, and ODOT regulations or policies. I also certify that this estimate contains no contingencies or premium labor costs unless clearly proposed in this estimate.

I further acknowledge that costs submitted for reimbursement that do not comply with the above guidance will not be reimbursed by ODOT.

By checking box, utility agrees to conform to the "Buy America" policy. If box is unchecked, ODOT cannot process utility billing for final payment.

"Buy America" requires: "STEEL AND IRON PRODUCTS MADE IN THE UNITED STATES". Furnish steel and iron products that are made in the United States according to the applicable provisions of Federal regulations stated in CFR 635.410. "United States" means the United States of America and includes all territory, continental or insular, subject to jurisdiction of the United States.

Federal Requirements: All steel or iron products incorporated permanently into the utility relocation work must be made of steel or iron produced in the United States and all subsequent manufacturing must be performed in the United States. Manufacturing is any process that modifies the chemical content; physical shape or size; or final finish of a product. Manufacturing begins with the initial melting and mixing, and continues through the bending and coating stages. If a domestic product is taken out of the United States for any process, it becomes a foreign source material and is not acceptable.

Proof of Domestic Origin: Furnish documentation to the ODOT District Utility Coordinator showing the domestic origin of all steel and iron products covered by this section before they are incorporated into the utility relocation work. **If "Buy America" regulations are not adhered to, then any relocation work will not be reimbursed.**

(Utility Name - Print or Type)

Note: The completed Checklist and other required materials should accompany this estimate when sent to the ODOT District office.

(Print or Type)

[Go To Checklist Tab](#)

Name _____
Title _____
Phone # _____
Email _____

1/24/2013

Authorizing Signature

(Please print and submit with other requested documentation)

For ODOT Use Only

Print Name (ODOT Authorization)

Date

Signature of Acceptance of Estimate by Authorized ODOT Personnel

PLANNING COMMISSION RESOLUTION NO. PC 13-01

**A RESOLUTION RECOMMENDING THE APPROVAL OF A
PRELIMINARY PLAT OF THE RE-PLAT OF LOT #5 OF THE
MWT SUBDIVISION**

WHEREAS, First Federal Bank, Owner, have made application pursuant to Chapter 1105 of the Codified Ordinances of the City of Napoleon, Ohio, to approve a Preliminary Plat of the Re-plat of Lot #5 of the MWT Subdivision, a minor subdivision in the City of Napoleon, Ohio; and,

WHEREAS, this Commission has held a hearing pursuant to Section 1105.09 of the Codified Ordinances of the City of Napoleon, Ohio and other applicable sections of law, to wit: Hearing No. PC-13-01 (held February 12, 2013); and,

WHEREAS, the Zoning Administrator has complied with the provisions of said Section 1105.07; and,

WHEREAS, no Performance Agreement is required; and,

WHEREAS, based upon the submittals, testimony, and/or other evidence received by the Commission it has been determined to recommend approval of said minor subdivision and approve the proposed plat; **Therefore**,

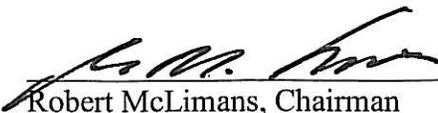
**BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY
OF NAPOLEON, OHIO:**

Section 1. That, it is the recommendation of this Planning Commission that the plat known as Preliminary Plat of The Re-plat of Lot #5 of the MWT Subdivision, a minor subdivision, a partition of Lot #5 of the MWT Subdivision, being part of the East half of Section 11, Town 5 North, Range 6 East, Napoleon Twp., City of Napoleon, Henry Co., State of Ohio, be approved by the City Council of Napoleon, Ohio. Exhibit "A"

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

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

Section 4. That, this Resolution shall take effect at the earliest time permitted by law.


Robert McLimans, Chairman

VOTE:

Member: Robert McLimans

Yea Nay Abstain

Member: Kevin Yarnell

Yea Nay Abstain

Member: Fredric Furney

Yea Nay Abstain

Member: Tim Barry

Yea Nay Abstain

Member: Mayor R. Behm

Yea Nay Abstain

* See attached reason for any Nay vote, if checked ()

* See attached report amendment to this Commission Resolution, if checked ()

PC 13-01
Preliminary Plat of First Federal Bank Property

MEMORANDUM

TO: Members of The City Planning Commission
FROM: Tom Zimmerman, Zoning Administrator
SUBJECT: Preliminary Plat
MEETING DATE: February 12, 2013 @ 5:00 PM
HEARING #: PC-13-01

BACKGROUND:

An application for public hearing has been filed by First Federal Bank of the Midwest. The applicant is requesting a review of a Preliminary Plat of The Re-plat of Lot # 5 of the MWT Subdivision at 2269 N. Scott St., Napoleon, OH. The request is pursuant to Chapter 1105 of the Codified Ordinances of Napoleon Ohio. The property is located in an I-2 Open Industrial Zoning District.

RESEARCH AND FINDINGS

1. The proposed subdivision of land meets all the requirements of Chapter eleven of City's Codified Ordinances pertaining to Subdivision regulations, lot size and building setbacks and parking requirements
2. The re-plat of lot #5 includes 4 buildable commercial lots and a proposed street that will be dedicated to the City
3. The City Engineer has reviewed and approved the preliminary proposed subdivision.

PRELIMINARY PLAT OF THE RE-PLAT OF LOT #5 OF THE MWT SUBDIVISION

A PARTITION OF LOT #5 OF THE MWT SUBDIVISION
BEING PART OF THE EAST HALF OF SECTION 11,
TOWN-5-NORTH, RANGE-6-EAST, NAPOLEON TWP.,
CITY OF NAPOLEON, HENRY CO., STATE OF OHIO

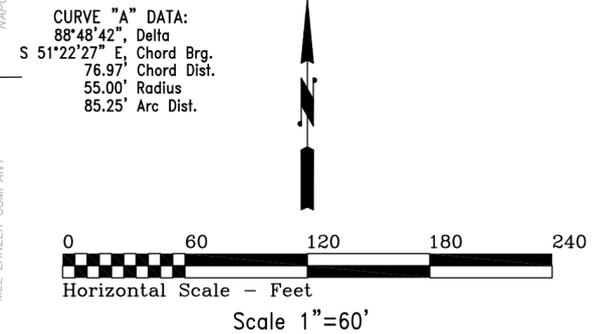
3.839 Ac. TOTAL

DEED REFERENCE:
Vol. 243, Pg. 1998

EASEMENT REFERENCE:
Vol. 274, Pg. 643-645

PLAT REFERENCE:
FINAL PLAT OF RECORD FOR
MWT SUBDIVISION, RECORDED
@ SLIDE #244 IN THE HENRY
COUNTY RECORDER'S OFFICE.

Current Zoning:
I-2: OPEN INDUSTRIAL
PROPOSED ZONING:
C-4: PLANNED COMMERCIAL
or
C-5: HIGHWAY COMMERCIAL



- LEGEND**
- A ■ = Mon. box found @ E. 1/4 cor., Sec. 11
 - B ■ = Concrete monument found
 - C ● = Iron pin found
 - D • = Point re-established
 - E ● = 5/8"x30" iron pin with ID cap to be set @ all parcel corners

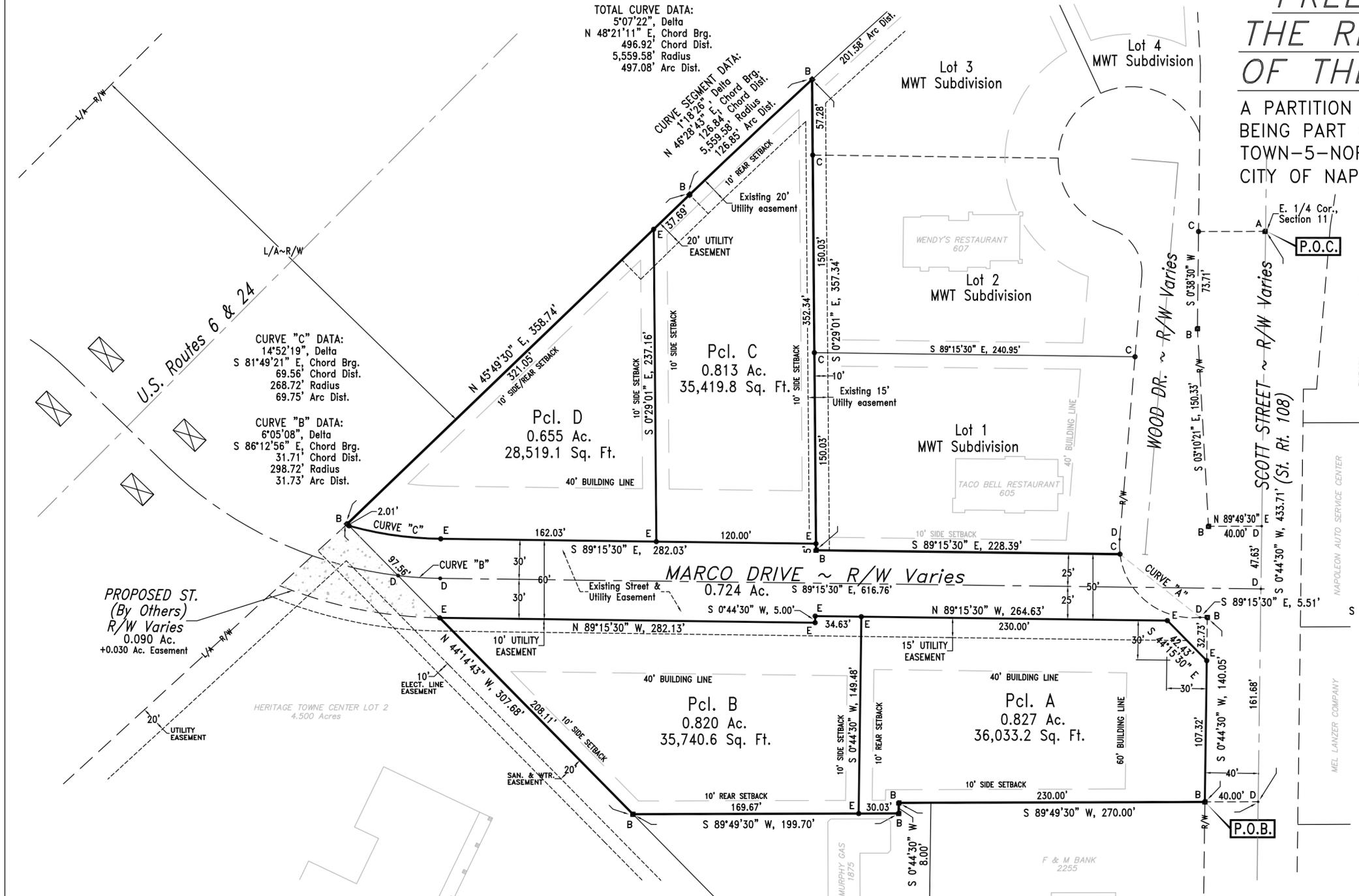
TOTAL CURVE DATA:
5°07'22", Delta
N 48°21'11" E, Chord Brg. 496.92'
Chord Dist. 5,559.58'
Radius 497.08' Arc Dist.

CURVE SEGMENT DATA:
1°18'26", Delta
N 46°28'43" E, Chord Brg. 126.84'
Chord Dist. 5,359.58'
Radius 126.85' Arc Dist.

CURVE "C" DATA:
14°52'19", Delta
S 81°49'21" E, Chord Brg. 69.56'
Chord Dist. 268.72'
Radius 69.75' Arc Dist.

CURVE "B" DATA:
6°05'08", Delta
S 86°12'56" E, Chord Brg. 31.71'
Chord Dist. 298.72'
Radius 31.73' Arc Dist.

CURVE "A" DATA:
88°48'42", Delta
S 51°22'27" E, Chord Brg. 76.97'
Chord Dist. 55.00'
Radius 85.25' Arc Dist.



PLANNING COMMISSION CERTIFICATE
Under authority provided by Chapter 711 of the Ohio Revised Code and Chapter 1105 of the City of Napoleon Code of Ordinances, this plat is hereby approved by the Planning Commission of the City of Napoleon, Ohio.

Dated _____ Chairman _____
Secretary _____

CITY COUNCIL CERTIFICATE
Under authority provided by Chapter 711 of the Ohio Revised Code and Chapter 1105 of the City of Napoleon Code of Ordinances, this plat is hereby approved by the City Council of the City of Napoleon, Ohio

Ordinance Number _____
Dated _____ Mayor _____
Attest: Finance Director _____

PRELIMINARY
NOT FOR RECORD



McDonald's

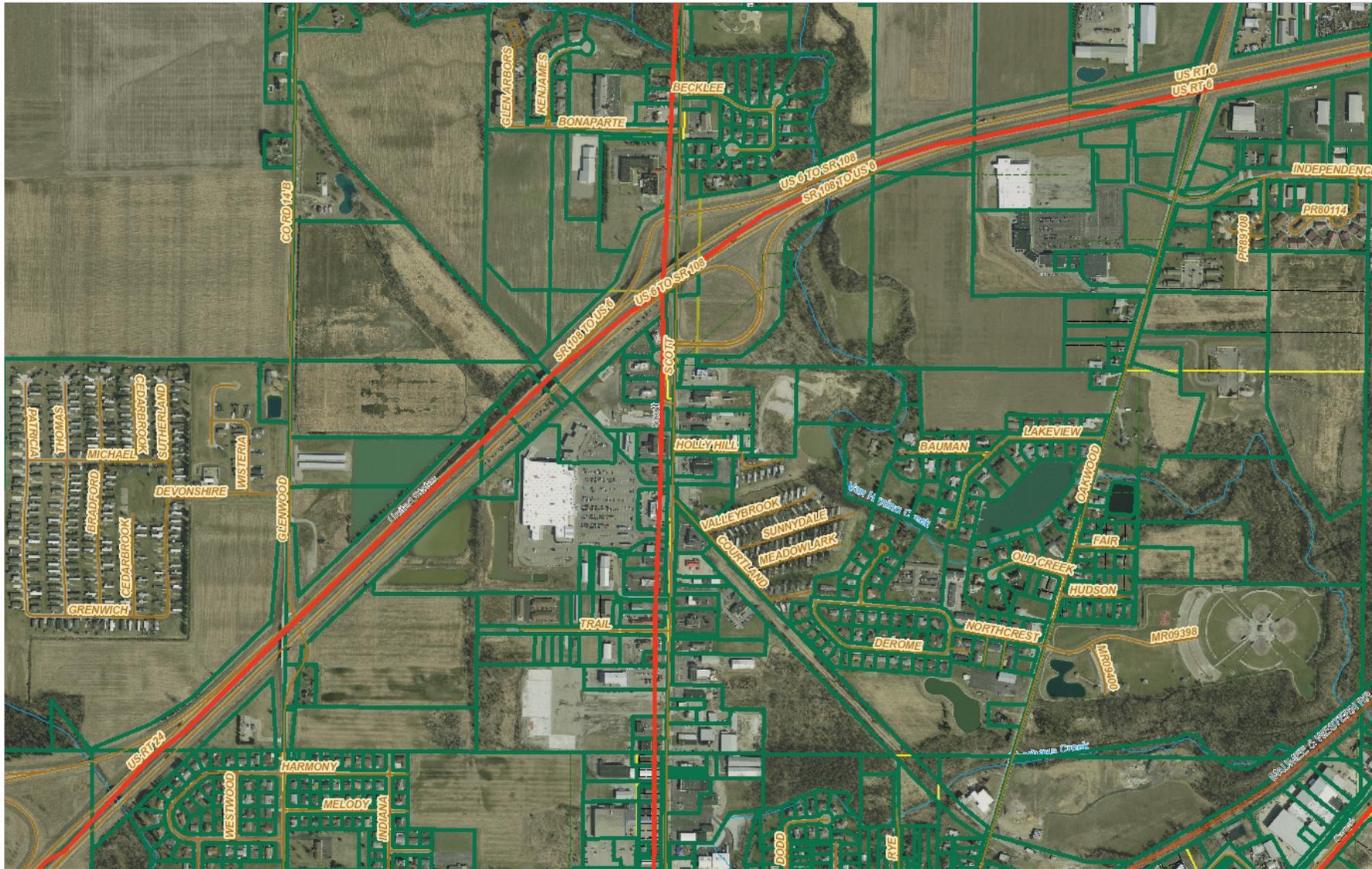
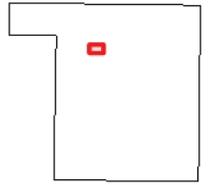
McDonald's

MEL L
CHE
MG





Henry County, Ohio



- Legend**
- Highways
 - Street CenterLines
 - Active Railroads
 - Abandoned Railroads
 - ▭ Parcels
 - ▭ Parcels Text
 - Subdivision Lines
 - Historic Parcel Lines
 - Historic Lot Lines
 - Lot Lines
 - Streams
 - Corporation Lines

1:7,754



0.2 0 0.12 0.2 Miles

NAD_1983_StatePlane_Ohio_North_FIPS_3401_Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

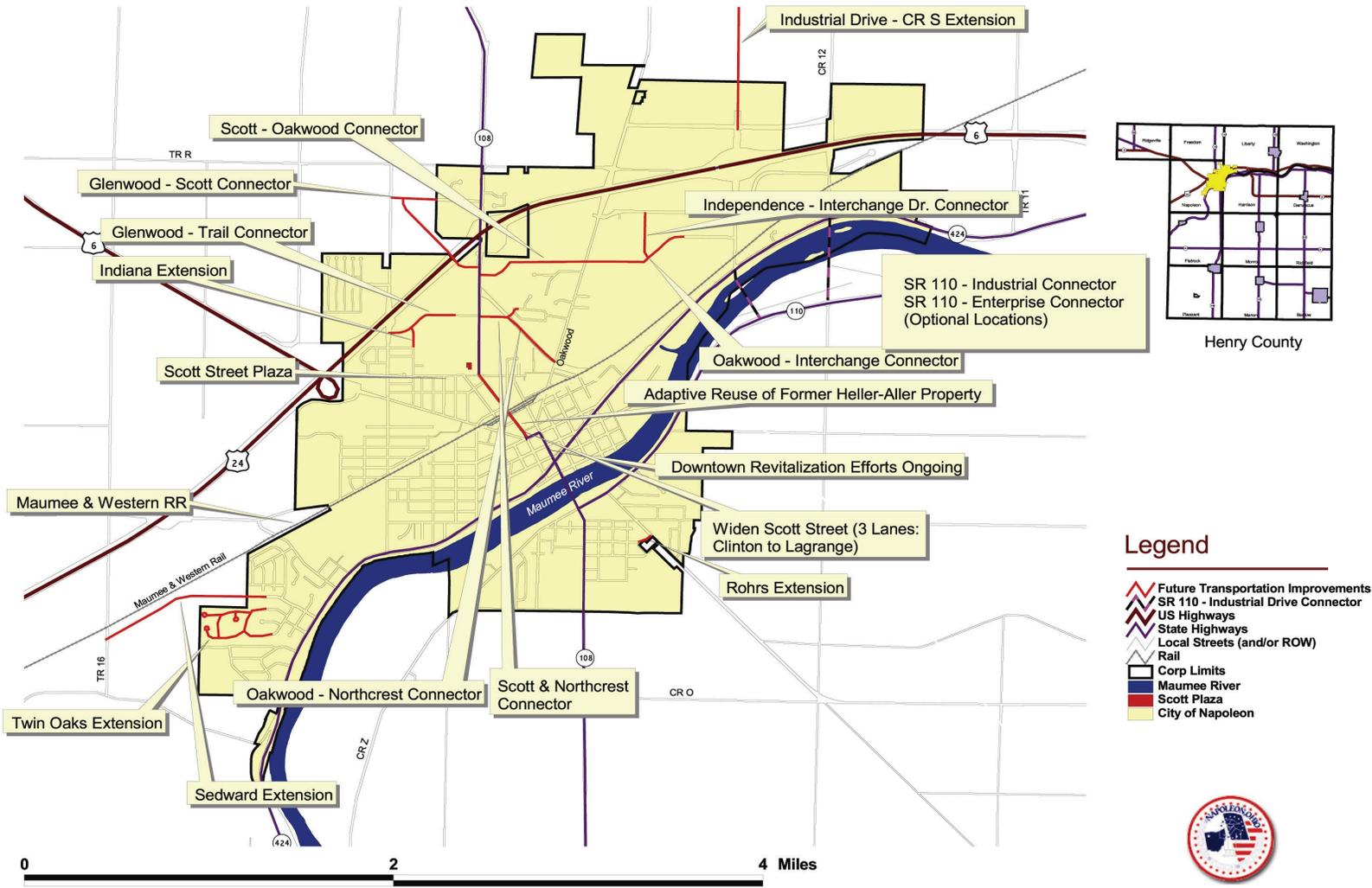
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

CITY OF NAPOLEON MASTER PLAN

2009





Source: Henry County Auditor, City of Napoleon, and Stantec

The City of Napoleon Comprehensive Plan, 2008
Economic Development Priorities



PLANNING COMMISSION RESOLUTION NO. PC 13-02

A RESOLUTION OF THE CITY OF NAPOLEON PLANNING COMMISSION RECOMMENDING APPROVAL TO COUNCIL REGARDING A REZONING CLASSIFICATION FOR CERTAIN PROPERTY LOCATED IN PART OF A PARTITION OF LOT #5 OF THE MWT SUBDIVISION BEING PART OF THE EAST HALF OF SECTION 11, TOWN- 5- NORTH, RANGE- 6- EAST, NAPOLEON TWP., CITY OF NAPOLEON, HENRY CO., STATE OF OHIO; AMENDING THE ZONE MAP

WHEREAS, the City Planning Commission has been requested to process a duly filed application for a change in zoning classification of particular property owned by First Federal Bank, evidenced by a deed for purpose of rezoning; and,

WHEREAS, pursuant to Section 1121.03 of the Codified Ordinances of Napoleon, Ohio (Zoning Code) the Planning Commission, within sixty (60) days of receipt of such application held a hearing on the application with notice thereof; and,

WHEREAS, this Commission finds that proper application has been made and notice given in conformance with Section 159.03 of the Administrative Code as found in the Codified Ordinances of the City of Napoleon, Ohio, and,

WHEREAS, the Planning Commission so desires to make a recommendation containing certain findings of fact regarding the change of a zoning classification of particular property based on evidence presented to it in a specific case in Hearing PC 13-02; **Therefore**,

BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF NAPOLEON, OHIO:

Section 1. That, Exhibit "A" attached hereto has been submitted to this Commission for reclassification of zoning, specifically a partition of Lot #5 of the MWT Subdivision being part of the East half of Section 11, Town -5- North, Range -6- East, Napoleon Twp., City of Napoleon, Henry Co., State of Ohio.

Section 2. That, this Commission considered the following criteria in making its decision:

- a. The present zoning classification of the general property of the area in question is currently zoned I-2 (Open Industrial); and,
- b. The existing use of the property within the general area in question is commercial; and,
- c. The suitability of the property in question to the uses permitted under the existing zoning classification limits commercial development due to the fact that I-2 does not allow for commercial uses; and,
- d. The trend of development in the general area of the property in question is commercial; and,
- e. The changed or changing conditions in the applicable area of the amendment, or in the City, generally that makes the proposed amendment or rezoning reasonably necessary to the promotion of the public health, safety, or general welfare is:

the proposed change would allow for development of retail development to improve economic development and to serve the general public.

Section 3. That, this Commission recommends approval of rezoning and the adoption of the proposed amendment and/or rezoning of the property to reflect a zoning of a partition of Lot #5 within the City of Napoleon, Ohio to a classification of C-4 (Planned Commercial), such adoption being in the public interest and not solely for the interest of the petitioner.

Section 4. That, it is recommended that the official zone map shall be amended to reflect the changes in zoning as recommended in Section 3 of this Resolution.

Section 5. That, this Resolution shall serve as a report from this Commission.

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

Section 7. That, this Resolution shall take immediate effect.



Robert McLimans, Chairman

VOTE:

Member: Robert McLimans	<input checked="" type="checkbox"/> Yea	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain
Member: Kevin Yarnell	<input checked="" type="checkbox"/> Yea	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain
Member: Fredric Furney	<input checked="" type="checkbox"/> Yea	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain
Member: Tim Barry	<input type="checkbox"/> Yea	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain
Member: Mayor R. Behm	<input checked="" type="checkbox"/> Yea	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain

PC 13-02
Rezoning 2269 Scott St.

MEMORANDUM

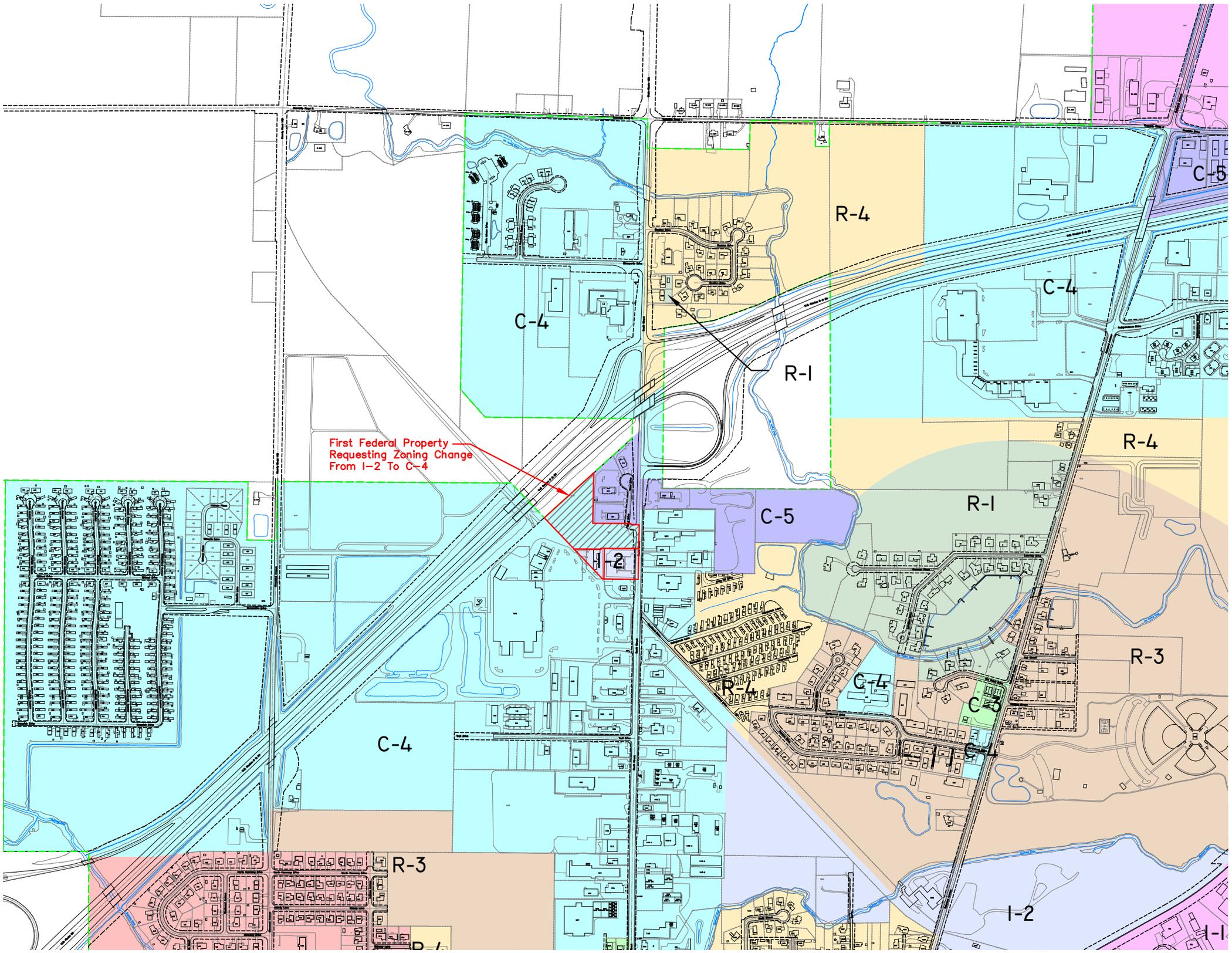
TO: Members of The City Planning Commission
FROM: Tom Zimmerman, Zoning Administrator
SUBJECT: Rezoning
MEETING DATE: February 12th @ 5:00 PM
HEARING #: PC-13-02

BACKGROUND:

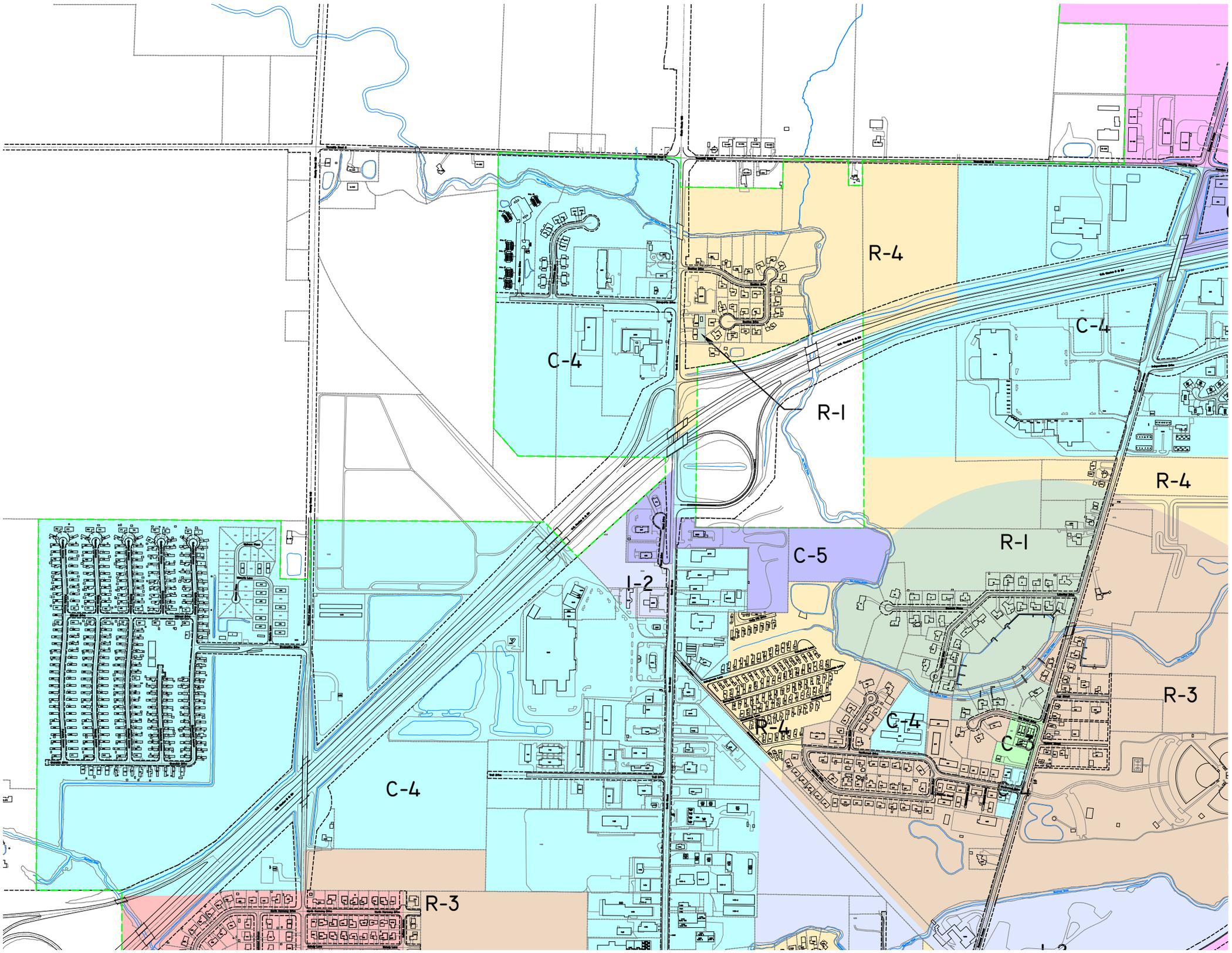
An application for public hearing has been filed by First Federal Bank of the Midwest. The applicant is requesting to change the official zone map from I-2, Open Industrial to C-4, Planned Commercial at the address of 2269 Scott St. The request is pursuant to Chapter 1121 of the Codified Ordinances of Napoleon, OH.

RESEARCH AND FINDING

1. 2269 Scott St. was the location of Midwest Wood Trim and before that Fosters Canning both uses were industrial manufacturing and the I-2 zone was appropriate.
2. The property is now owned by First Federal Bank and is being marketed for commercial uses. Pending approval of the preliminary plat that was discussed by this Commission in PC13-01 the lot will be divided into four buildable lots with a dedicated city street for access to the lots.



First Federal Property
Requesting Zoning Change
From I-2 To C-4



Appendix B

COURTNEY & ASSOCIATES

Public Utility Consultants

1016 North Blanchard Street, Suite A

P.O. Box 676 • Findlay, Ohio 45839

Tel (419) 425-2719

Fax (419) 425-2118

August 30, 2012

City of Napoleon, Ohio
Attn: Mr. Gregory J. Heath
255 West Riverview Avenue
P. O. Box 151
Napoleon, Ohio 43545-0151

Subject: Proposal to Prepare an Update of the 2011 Water
Rate and Cost of Service Study for Napoleon, Ohio

Dear Mr. Heath:

In response to your request, we are pleased to submit this proposal to prepare an update of the 2011 Water Rate and Cost of Service Study (2011 Study) for the City of Napoleon, Ohio (City) (2012 Update). Set forth below is an outline of the scope of services to be provided in connection with the 2012 Update and our proposed fee for providing those services.

Scope of Services

In summary, the 2012 Update will consist of achieving the following assignments:

1. Acquisition, review and verification of 2011 and 2012 historical billing, operating and financial data for the Water Department;
2. Updating the four year projection of water revenue requirements and water revenues at current rates;
3. Updating the class cost-of-service analysis to identify, to the extent practical, the cost of serving each customer class;
4. Development of proposed water rates designed to recover the projected revenue requirements, as needed; and
5. Comparison of the proposed rates to existing rates.

August 30, 2012

The final results of the 2012 Update, along with our recommendations, will be summarized in a written report (Final Report) and presented to the City for consideration. It is anticipated that the 2012 Update will utilize the computer models for analyzing and projecting operating and financial data and for rate calculations that were developed for the 2011 Study. These computer models will be provided in spreadsheet format (Excel) and can be utilized by the City's staff in future water rate analyses.

As outlined below, we propose that the 2012 Update be performed in five (5) phases in order to facilitate involvement and input from the City's designated representatives with respect to our evaluations and recommendations. The proposed phases are categorized as follows:

- (1) Data Acquisition and Verification
- (2) Revenue Requirements
- (3) Cost of Service
- (4) Rate Design
- (5) Final Report

Data Acquisition and Verification

The purpose of this phase of the 2012 Update will be to acquire and verify the basic data necessary for the 2012 Update. In order to ensure the proper interpretation and incorporation of the basic data into our detailed analyses, we would perform the following tasks:

- (1) Identify basic data needs for the 2012 Update;
- (2) Review data needs and available data with City staff; and
- (3) Perform certain analyses in order to verify the accuracy of the data acquired.

We anticipate this phase will be completed approximately two (2) weeks following your authorization to proceed.

Revenue Requirements

This phase will include a review and analysis of the 2011 revenue requirements for the Water Department. Based on that review, as well as a review of the current budget and input from the City's staff and other source documents relating to future operating, debt service and capital improvement needs, we will update the four (4) year projection of future revenue requirements. This projection will establish the anticipated expenses as well as the target revenues to be provided by future rates. We anticipate completing this phase and reviewing the results with the City staff approximately thirty

(30) days following completion of the Data Acquisition and Verification phase.

Cost of Service

This phase will consist of updating the class cost-of-service analysis to determine, to the extent practicable, the cost of serving each of the various customer classes. This analysis will involve an allocation of the projected revenue requirements utilizing the Base-Extra Capacity methodology set forth in the American Water Works Association M1 Water Rate Manual.

The cost-of-service results will be compared to the revenue distribution at current rates in order to determine the distribution of future revenue adjustments. We anticipate that the cost-of-service results would be reviewed with the City staff in conjunction with the review of the results for the Revenue Requirements phase.

Rate Design

The purpose of this phase is to evaluate and develop pricing methods and structures which will result in equitable rates and ensure that recognition is given to the cost of providing service to the various customer classes and customers within each class, and that proper price signals are sent to consumers. This phase will also include a review of existing wholesale water service agreements and development of a wholesale (resale) water rate applicable to sales to adjacent communities and water districts.

We anticipate the Rate Design phase will be completed and presented to the City staff approximately thirty (30) days following completion of the Revenue Requirements and Cost of Service phases.

Final Report

The results of our 2012 Update, incorporating comments and input from the City staff, will be presented in the Final Report. In addition to the Final Report, we will also provide copies of the revised computer models, which can be used to analyze operating and financial data. These models will be provided in spreadsheet format (Excel) and will include historical and projected sales/revenues, power supply requirements/costs, revenue requirements, operating results and the cost of service model. These models can be updated periodically to assess the need for future rate adjustments.

August 30, 2012

We anticipate presenting the Final Report approximately four (4) months following authorization to proceed. This estimate assumes timely response to requests for data and receipt of comments from the City staff.

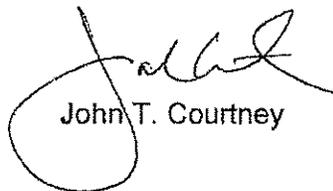
Compensation

We propose that the services set forth above be provided on a time and expense basis for a not-to-exceed fee of \$12,500. Invoices would be rendered at the end of each month for time expended at standard billing rates, plus all out-of-pocket expenses associated with providing the services. Our fee includes three (3) trips to Napoleon and providing ten (10) copies of the Final Report. Should additional trips or additional copies of the Final Report be requested, those services would be provided on a time and expense basis billed at our standard billing rate.

* * * * *

We appreciate the opportunity to assist the City of Napoleon in this important matter and we are available to discuss this proposal with you or to provide any supplementary information you may require.

Respectfully submitted,



John T. Courtney

wrsproprnapoleon-2012

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement for Professional Services (this "Agreement"), made as of _____, 2013, by and between the **CITY OF NAPOLEON, OHIO** (the "City"), whose contact person shall be designated below or successor, and **COURTNEY & ASSOCIATES** (the "Consultant"), whose contact person and address are set forth below.

Whereas, the City is operating under its Charter, ordinances, resolutions and Chapter 153 of the Ohio Revised Code and it is the intention of the City to obtain professional services for the following project (the "Project"):

Project Name: **Water Rate and Cost of Service Study Update
Contract No. 2013-__**

City Contact: **Jon A. Bisher**
Address: 255 W. Riverview Avenue
 P.O. Box 151
 Napoleon, Ohio 43545-0151

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

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

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

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

ARTICLE 1 RESPONSIBILITIES OF CONSULTANT

1.1 Consultant's Services

1.1.1 Scope of Services; Applicable Law. The Consultant shall provide professional services for the Project in accordance with the terms of this Agreement. The Consultant shall provide such services in accordance with the applicable provisions of the City's Charter, Ordinances and Resolutions, the applicable Sections of the Ohio Revised Code and any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules and regulations, and the Contract Documents for the Project, as in effect from time to time.

- 1.1.2 Project Budget. The total amount available for the completion of the requested services within this Project is **Twelve Thousand and Five Hundred (\$12,500.00) Dollars** (the “Budget”). The Budget shall not be exceeded without the written consent of the City. The City shall provide written notice to the Consultant of any change in the Budget.
- 1.1.3 Timeliness; Standard of Care. The Consultant shall perform the Consultant’s services in accordance with professional standards of skill, care and diligence in a timely manner in accordance with the Project Schedule, insofar as is practicable. The Consultant will provide a detailed schedule of efforts related to the Project prior to commencing with efforts related to the Project.
- 1.1.4 Personnel. No principal individuals, other than John Courtney (Project Manager), shall complete primary roles and tasks related to the Consultant’s services without the written consent of the City.
- 1.1.5 Non-Discrimination. The Consultant represents that the Consultant is in compliance with all applicable equal employment opportunity requirements under law, if required by Section 153.59 of the Ohio Revised Code or any other applicable state or federal law.
- 1.1.6 Consultants. N/A
- 1.1.7 Ethics Laws. The Consultant represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.
- 1.1.8 Limitation of Authority. The Consultant shall not have any authority to bind the City for the payment of any costs or expenses without the express written approval of the City. The Consultant shall not have any authority to authorize any Contractor or Subconsultant to perform additional or extra Work for which the Contractor or Subconsultant will seek compensation. The Consultant shall have authority to act on behalf of the City only to the extent provided herein. The Consultant’s authority to act on behalf of the City shall be modified only by an amendment in accordance with Subparagraph 9.5.2.
- 1.1.9 Approval or Disapproval of Consultant’s Services. The City shall have the right to reasonably disapprove any portion of the Consultant’s services for the Project, including, without limitation, any reports or documents prepared by the Consultant. The failure of the City to disapprove does not constitute City approval nor shall it add liability to the City or relieve the Consultant of liability. In the event that any task of the Consultant’s services is disapproved by the City, the Consultant shall proceed, when requested by the City, with revisions to the services or documents prepared or performed for that task to attempt to satisfy the objections. The Consultant acknowledges that any review or approval by the City of any services or documents prepared or performed by the Consultant pursuant to

this Agreement shall not relieve the Consultant of the Consultant's responsibility to properly and timely perform such services and prepare such documents.

ARTICLE 2 SCOPE OF CONSULTANT'S BASIC SERVICES

2.1 General

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

ARTICLE 3 ADDITIONAL SERVICES

3.1 General

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

ARTICLE 4 RESPONSIBILITIES OF THE CITY

- 4.1 Required Actions. The City shall review, approve or take such actions as are required of the City by this Agreement and applicable law in a timely manner.
- 4.2 Notification. The City shall provide all criteria and full information as to Consultant's requirements for the project; a designated person to act with authority on the City's behalf and respect to all aspects of the project; examine and respond promptly to Consultant's submissions; and give prompt, written notice to Consultant whenever the City observes or otherwise becomes aware of any defect or objection in the work.

ARTICLE 5 COMPENSATION

- 5.1 Compensation. Compensation shall be paid by the City to the Consultant for Basic Services, Additional Services and expenses as provided in Appendix "A" attached and made a part of this Agreement, in an amount not to exceed **Twelve Thousand and Five Hundred (\$12,500.00) Dollars**. Invoices will be paid within thirty (30) days of invoice submittal to the City and the orderly and continuous progress of the Project.

ARTICLE 6 INSURANCE AND INDEMNIFICATION

6.1 Insurance

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

- a.) Worker's Compensation and employer's liability insurance to the full extent as required by applicable law;
- b.) Commercial general liability coverage for bodily injury and property damage, including limited contractual liability coverage in not less than the following amounts:
 - i. General Aggregate Limit: \$2,000,000;
 - ii Each Occurrence Limit: \$1,000,000; and
- c.) Commercial automobile liability coverage, including non-owned and hired, in an amount not less than \$1,000,000.00.

6.1.2 Professional Liability Insurance. Except when a waiver is requested in writing by the Consultant pursuant to Section 153.70 of the Ohio Revised Code and approved in writing by the City, the Consultant shall maintain insurance to protect against claims arising from the performance of the Consultant's services on the Project caused by any negligent acts, errors or omissions for which the Consultant is legally liable ("Professional Liability Insurance"). Except when a modification is approved by the City in writing, such Professional Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000) per claim and in the annual aggregate. The Consultant shall endeavor to keep such insurance in effect for so long as the Consultant may be held liable for its performance of services for the Project. If the Professional Liability Insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date on which the Consultant commenced to perform services relating to the Project. The insurance company issuing the Professional Liability Insurance policy must be authorized to do business in Ohio and have a rating of at least A status as noted in the most recent edition of the Best's Insurance Reports.

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

6.2 Indemnification

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

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

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

ARTICLE 7 DISPUTE RESOLUTION PROVISIONS

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

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

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

7.4 Meeting With Authorized Representative. If the Consultant files a written request with the City pursuant to Paragraph 7.2, the Authorized Representative shall, within forty-five (45) days of receipt of the request, schedule a meeting in an effort to resolve the request and render a decision on the request promptly thereafter or render a decision on the

request without a meeting, unless a mutual agreement is made to extend such time limit. The meeting scheduled by the Authorized Representative shall be attended by persons expressly and fully authorized to resolve the request on behalf of the Consultant.

- 7.5 Appeal To City Council. If the efforts of the Authorized Representative do not lead to resolution of the request, the Consultant may appeal to the City Council by notice in writing. The Consultant shall be permitted to appear at the next meeting of City Council at which the Consultant's appeal can be reasonably scheduled. The decision of the City Council shall be the final and conclusive determination of the City, subject to litigation in a court of competent jurisdiction.
- 7.6 Delegation. No provision of this Article shall prevent the Authorized Representative from delegating the duties or authorities of the Authorized Representative to any other person selected at the discretion of the Authorized Representative.
- 7.7 Performance. The Consultant shall proceed with the Consultant's performance of this Agreement during any dispute resolution process, unless otherwise agreed by the Consultant and the City in writing. The City shall continue to make payment, in accordance with this Agreement, of any amounts not in dispute pending final resolution of any dispute in accordance with this Article.

ARTICLE 8 TERMINATION AND REMEDIES

8.1 Termination of Agreement

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

shall be reimbursed only for Reimbursable Expenses incurred prior to the date of the notice of termination, unless the City consents in writing to the payment of Reimbursable Expenses incurred after that date.

8.1.4 Consultant's Remedies Upon Termination by Mutual Consent. In the event of a termination upon the mutual consent of the City and the Consultant, any compensation for Basic Services or for Additional Services or payment of Reimbursable Expenses shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to such termination.

8.1.5 Post-Termination Matters. If the City and the Consultant agree that any services are to be performed for the Project by the Consultant after any termination date, the amount of any compensation and the method and terms of payment of such compensation or any Reimbursable Expenses related to such services shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to the commencement of such services. Such amendment and any relevant provisions of this Agreement shall survive termination of this Agreement.

8.2 Remedies

8.2.1 Cumulative Remedies. No remedy conferred upon the City by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Each and every remedy of the City shall be cumulative and shall be in addition to any other remedy provided to the City hereunder or now or hereafter existing. Except as otherwise provided in this Agreement, no remedy conferred upon the Consultant by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Except as otherwise provided in this Agreement, each and every remedy of the Consultant shall be cumulative and shall be in addition to any other remedy given to the Consultant hereunder or now or hereafter existing.

8.2.2 Remedies Not Waived. No delay, omission or forbearance to exercise any right, power or remedy accruing to the City or the Consultant hereunder shall impair any such right, power or remedy or shall be construed to be a waiver of any breach hereof or default hereunder. Every such right, power or remedy may be exercised from time to time and as often as deemed expedient.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 Ownership And Use Of Documents

9.1.1 Property Of City. Documents prepared by, or with the cooperation of, the Consultant or any Subconsultant pursuant to this Agreement including all copyrights, are the property of the City whether or not the Project for which they are prepared is commenced or completed. The Consultant or Subconsultant, as applicable, may retain copies, including reproducible copies of such documents for information and reference. Such documents may be used by the City or others employed by the City for reference in any completion, correction, remodeling,

renovation, reconstruction, alteration, modification of or addition to the Project, without compensation to the Consultant or Subconsultant. Such documents shall not be used by the City, or be given or sold by the City to be used by others, on other projects except by agreement in writing and with agreed upon appropriate compensation to the Consultant or Subconsultant, as applicable. If an event occurs for which the Consultant or Subconsultant may be liable, the City shall notify the Consultant or Subconsultant of such event as soon as practical after such event. This Subparagraph shall survive termination of this Agreement.

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

9.2 Public Relations

Prior to completion of the Project, any public relations or publicity about the Project shall be solely within the control and with the consent of the City. The Consultant shall not use the City's name or seal, nor any adoption thereof, for any advertising or trade purposes, including without limitation press releases, without the express written consent of the City.

9.3 Records

The records of all of the Consultant's employees' time devoted to the Project shall be kept on a generally recognized accounting basis and shall be available to the City upon written request and shall be maintained for seven (7) years after Final Acceptance of the Project by the City. All other records kept by the Consultant related to the Project shall be available to the City upon written request and shall be maintained for six (6) years after Final Acceptance of the Project by the City.

9.4 Successors And Assigns

The City and the Consultant, each bind themselves, their successors, assigns and legal representatives, to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all terms of this Agreement. The Consultant shall not assign, or transfer any right, title or interest in this Agreement without the prior written consent of the City.

9.5 Extent Of Agreement

9.5.1 Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

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

- 9.5.3 Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
- 9.5.4 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.
- 9.5.5 Precedence. N/A
- 9.5.6 Conditions To Validity. None of the rights, duties and obligations contained in this Agreement shall be binding on any party until all legal requirements have been complied with and all necessary funds are available.
- 9.5.7 Conflict. In the event of conflict between this agreement provisions, Article 1 thru 9 and Appendix B, said Articles 1 thru 9 shall prevail.

9.6 Governing Law

- 9.6.1 Law Of Ohio. This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the Henry County, Ohio, Court of Common Pleas, shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum.
- 9.6.2 Capitalized Terms. Capitalized terms in this Agreement shall have the same meaning as those defined herein or unless another meaning is indicated by the context.

9.7 Notices

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

If to the City:

Jon A. Bisher
 City Manager
 City of Napoleon
 255 W. Riverview Avenue, P.O. Box 151
 Napoleon, Ohio 43545

If to the Consultant:

John T. Courtney
 Project Manager
 Courtney & Associates
 1016 North Blanchard Street, Suite A
 P.O. Box 676
 Findlay, Ohio 45839

- 9.7.2 Additional Notices. A copy of all notices, certificates, requests or other communications to the City shall be sent to the Authorized Representative.
- 9.7.3 Electronic Transmission. For convenience of communication only, notices, certificates, requests or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 599-8393 or electronic mail at jbisher@napoleonohio.com to the Consultant at (419) 425-2118 or john@courtney-associates.com. Notices, certificates, requests or other communications sent by facsimile transmission shall not be deemed to be given unless confirmed, actually received or a counterpart is received or mailed. Requests for payment may be sent to the City by facsimile transmission or electronic mail only upon specific direction from the City.
- 9.7.4 Emergencies. In the event of an emergency involving the Project, including, without limitation, a fatality, serious injury, fire, collapse, flood, utility or power loss to occupied facilities, explosion, or environmental damage, the Consultant shall endeavor to immediately notify the City by telephone and simultaneously provide any notification required by federal, state or local laws.
- 9.7.5 Change Of Address. The City or the Consultant may, by notice given hereunder, designate any further or different addresses, telephone numbers, facsimile numbers, or electronic mail addresses to which subsequent notices, certificates, requests, or communications shall be sent.

9.8 Severability

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

9.9 Kickbacks.

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

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

Courtney & Associates - "Consultant"

By: _____
John T. Courtney
Title: Owner

City of Napoleon, "City"

By: _____
Jon A. Bisher
Title: City Manager

Approval:

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

Trevor M. Hayberger, Law Director

CERTIFICATE of FUNDS

In the matter of:

Water Rate and Cost of Service Study Update
Contract No. 2011-__

Agreement With:

Courtney & Associates

Certificate of Fiscal Officer

I, Gregory J. Heath, Finance Director of the City of Napoleon, Ohio hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of the agreement 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.

Gregory J. Heath, City Finance Director

APPENDIX A

COMPENSATION OF CONSULTANT

A1.) Standard Billing Rate

- A1.1) Standard Billing Rate. Consultant shall be compensated for services provided in connection with this Project at Consultant's standard billing rates set for in Attachment A-1 in an amount **Not to Exceed Twelve Thousand and Five Hindred (\$12,500.00) Dollars.** The rates set for in Attachment A-1 may only be modified by mutual written agreement of the parties.
- A1.2) Subconsultant Costs. Additional compensation for the Subconsultant costs not specifically defined within the Scope of services will be charged on an hourly rate basis, without additional markup, at rates agreed-upon by the City and consultant in writing prior to commencing any additional services.
- A1.3) Records. Records of the Consultant's and its Subconsultant's employees for such hours of their time as are devoted to performing services to the Project shall be maintained by the Consultant.
- A1.4) Limit. The Consultant and its Subconsultant shall use all reasonable means to minimize employees' time devoted to performing services under this Agreement.

A2.) Reimbursable Expenses

- A2.1) Definition. Except as provided in the attached Proposal, Reimbursable Expenses means actual expenditures with no mark ups, incurred by the Consultant or its Subconsultants in the interest of the Project approved by the City for travel expense other than for commuting between the Consultant offices and the Project, lodging, subsistence and reproduction of documents obtained from persons other than the City. No other expenditures shall be Reimbursable Expenses unless so provided in an amendment in accordance with Subparagraph 9.5.2.
- A2.2) Limits. The Consultant shall use all reasonable efforts to minimize Reimbursable Expenses.
- A2.3) Reimbursable Expenses Prohibited. Reimbursable expenses will only be permitted when related to an additional service request.

A3.) Basis of Compensation

- A3.1) Basic Fee. For Basic Services provided by the Consultant and all Subconsultants, the City shall pay the Consultant a Basic Fee in accordance with Article 5 Paragraph 5.1. A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.
- A3.2) Additional Fees. For Additional Services provided by the Consultant and any Subconsultants in accordance with Article 3 of this Agreement, the City shall

pay the Consultant Additional Fees based upon the fee schedule as provided for in this Agreement incurred by the Consultant and any applicable Subconsultant in providing those Additional Services. Additional Fees may be approved only by an amendment in accordance with Subparagraph 9.5.2.

- A3.3) Extent of Basic Fee. The Consultant's Basic Fee includes all compensation for Basic Services, including without limitation, for direct personal expenses, for salaries or other compensation of the Consultant's employees at the principal office, branch offices and the field office, general operating expenses of the Consultant's principal office, branch offices and the field office, any part of the Consultant's capital expenses, including interest on the Consultant's capital employed for the Project, overhead or expenses of any kind, any costs incurred due to the negligence of the Consultant, the Consultant's general advertising, federal, state or local income, sales or other taxes, state franchise taxes and qualification fees, and membership in trade, business or professional organizations.
- A3.4) Total Compensation. The total compensation of the Consultant and all the Subconsultants shall consist of the Basic Fee, any authorized Additional Fees and Reimbursable Expenses.

A4.) Method and Terms of Payment

- A4.1) Basic Fee. Payment of the Basic Fee shall be made monthly in proportion to services performed in each task in accordance with the documented efforts completed by the Consultant.
- A4.2) Additional Fees, Reimbursable Expenses. Payments of Additional Fees for Additional Services in accordance with Article 3 and Subparagraph A3.2) and for Reimbursable Expenses as set forth in Paragraph A2.) shall be made monthly based upon services performed or expenses incurred, as applicable, and as shown upon statements prepared and submitted by the Consultant in such detail as the City may reasonably require to enable the City to verify, evaluate and approve them.
- A4.3) Payments by Consultant. Within fourteen (14) business days of receipt of payment made pursuant to this Agreement, the Consultant shall pay all portions thereof due to Subconsultants and to Persons who provided items the expenses of which are Reimbursable Expenses.
- A4.4) Compensation for Extension of Project Time. If the Consultant notifies the City not less than thirty (30) days prior to the time for completion of the Project that such time for completion is reasonably expected to be exceeded by more than ten percent (10%) through no fault of the Consultant, the compensation, if any, for Basic Services to be rendered during such extended period shall be negotiated to the mutual reasonable satisfaction of the City and the Consultant. If, as a result of such negotiation, the City agrees that the Consultant shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Consultant renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the City.

CERTIFICATION

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

STATE OF OHIO,

COUNTY OF _____,ss:

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

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

By: _____
Affiant

Title: _____

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

(Seal)

Notary Public

COURTNEY & ASSOCIATES

Public Utility Consultants

1016 North Blanchard Street, Suite A

P.O. Box 676, Findlay, Ohio 45839

Tel (419) 425-2719

Fax (419) 425-2118

December 28, 2012

City of Napoleon, Ohio
Attn: Mr. Gregory J. Heath
255 West Riverview Avenue
P. O. Box 151
Napoleon, Ohio 43545-0151

Subject: Proposal to Prepare an Electric Rate
and Functionalized Cost of Service
Study for the City of Napoleon, Ohio

Dear Mr. Heath:

In response to your request, we are pleased to submit this proposal to prepare an Electric Rate and Functionalized Cost of Service Study (Study) for the City of Napoleon, Ohio (City). Set forth below is an outline of the scope of services to be provided in connection with the Study and our proposed fee for providing those services.

Purpose of Study

Essential to sound fiscal management of any municipal utility are the rates and charges for the services provided. Increasing power supply costs, expansion requirements, inflation, service demands and competition present increasing challenges and opportunities to municipal utilities in developing and administering fair and equitable utility rates.

The purpose of this Study will be to develop electric rates and charges which properly reflect the functionalized (unbundled) cost of providing service, taking into consideration any stranded or transitional costs which the City may incur as the electric industry moves towards competition at the retail level. Such rates are to be designed to provide adequate revenues that will enable the City's electric operations to continue to be maintained in excellent operating condition and provide adequate and reliable service, and maintain the City in a sound, stable fiscal position with fair and equitable rates to its customers.

Scope of Services

In summary, the Study will consist of achieving the following assignments:

1. Acquisition, review and verification of historical billing, operating and financial data for the electric department;
2. Preparation of a three year (2013 - 2015) projection of electric revenue requirements and electric revenues at current rates;
3. Preparation of a functionalized cost-of-service analysis to identify, to the extent practical, the unbundled cost of serving each customer class;
4. Preparation of detailed electric rate schedules, including terms and conditions of service, and
5. Comparison of proposed rates to existing rates and rates of adjacent utilities.

The final results of the Study, along with our recommendations, will be summarized in a written report (Final Report) and presented to the City for consideration. In addition to the Final Report, the Study will also include development of several computer models for analyzing and projecting operating and financial data and for rate calculations. These computer models will be provided in spreadsheet format and can be utilized by the City's staff in future electric rate analyses.

As outlined below, we propose that the Study be performed in five (5) phases in order to facilitate involvement and input from the City's designated representatives with respect to our evaluations and recommendations. The proposed phases are categorized as follows:

- (1) Data Acquisition and Verification
- (2) Revenue Requirements
- (3) Cost of Service
- (4) Rate Design
- (5) Final Report

Data Acquisition and Verification

The purpose of this phase of the Study will be to acquire and verify the basic data necessary for the Study. In order to ensure the proper interpretation and incorporation of the basic data into our detailed analyses, we would perform the following tasks:

- (1) Identify basic data needs for the Study;
- (2) Review data needs and available data with staff; and
- (3) Perform certain analyses in order to verify the accuracy of the data acquired.

It should be noted that, when possible, our preference is to obtain the prior twelve (12) months billing data directly from the City's billing system. For purposes of this proposal, it is assumed that this data can be extracted from the billing system in a suitable format. The fee estimate contained in this proposal is based on that assumption.

In order to expedite this phase of the Study, following submittal of our initial request for data we will travel to Napoleon to review and analyze the available data. We anticipate this phase will be completed approximately two (2) weeks following your authorization to proceed.

Revenue Requirements

This phase will include a review of the historical revenue requirements for the electric department. Based on that review, as well as a review of the 2013 budget and input from the City's staff and other source documents relating to future operating, debt service and capital improvement needs, we will prepare a three (3) year projection (2013 - 2015) of future revenue requirements. This projection will establish the anticipated expenses as well as the target revenues to be provided by future rates. We anticipate completing this phase and reviewing the results with the City staff approximately thirty (30) days following completion of the Data Acquisition and Verification phase.

Cost of Service

This phase will consist of the preparation of a functionalized class cost-of-service analysis to determine, to the extent practicable, the unbundled cost of serving each of the various customer classes. This analysis will involve an allocation of the functionalized expenses to the various customer classes and will identify any stranded or transitional costs which the City may incur as a result of the movement toward retail competition.

Consideration will be given to the cost of meeting peak rates of usage as well as average rates of usage. In particular, we will review the City's power supply arrangements to determine the proper method of allocating power supply related costs. We anticipate that power supply costs will represent more than two-thirds of the City's projected revenue requirements and, as such, will have a significant impact on the cost of service results.

The cost-of-service results will be compared to the revenue distribution at current rates in order to determine the distribution of future revenue adjustments. We anticipate that the cost-of-service results would be reviewed with the City staff approximately thirty (30) days following completion of the Revenue Requirements phase.

Rate Design

The purpose of this phase of the Study is to evaluate and develop pricing methods and structures which will result in equitable rates and ensure that:

- (1) Recognition is given to the functionalized cost of providing service to the various customer classes and customers within each class,
- (2) Rates and charges are competitive with those of other area utilities; and
- (3) Proper price signals are sent to consumers.

This phase will include the following tasks:

- Develop and evaluate rates which reflect the unbundled cost of providing service (power supply, transmission and distribution).
- Compare the proposed rates to existing rates and, where applicable, to those charged by adjacent utilities.
- Present the results together with the recommendations for review and comments by the City staff.

December 28, 2012

In this phase, we anticipate utilizing twelve (12) months of actual billing data to calculate revenues under present and proposed rates on a customer class basis. To the extent that sufficient data is available, alternative rate forms such as time-of-use, interruptible, institutional and governmental rates, and their applicability, will also be considered.

The benefits and merits as well as the disadvantages and impact of these rate design alternatives will be evaluated and discussed with the City. We anticipate the Rate Design phase will be completed and presented to the City approximately thirty (30) days following completion of the Cost of Service phase.

Final Report

The results of our Study, incorporating comments and input from the City, will be presented to the City in the Final Report. In addition to the Final Report, we will also provide loose rate and detailed tariff sheets in a format defined by the City. We will also provide copies of the computer models developed for the Study which can be used to analyze operating and financial data. These models will be provided in spreadsheet format and will include historical and projected sales/revenues, power supply requirements/costs, revenue requirements, operating results and the cost of service model. These models can be updated periodically to assess the need for future rate adjustments.

Qualifications and Experience

Courtney & Associates is a public utility consulting firm which specializes in providing professional services to publicly owned utilities in the areas of planning, operation and management, financing, rates and feasibility analyses. Courtney & Associates has prepared numerous electric rate and cost of service analyses similar to that proposed herein, including the one prepared for the City in 2008. A copy of our firm's Statement of Qualifications, along with the resumes of key personnel that would be assigned to the project and a list of references, can be provided upon request.

Compensation

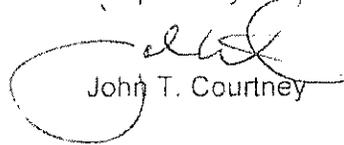
We propose that the services set forth above be provided on a time and expense basis for a not-to-exceed fee of \$20,000. Invoices would be rendered at the end of each month for time expended at standard billing rates, plus all out-of-pocket expenses associated with providing the services. Our fee includes five (5) trips to Napoleon and providing ten (10) copies of the Final Report. Should additional trips or additional copies of the Final Report be requested, those services would be provided on a time and expense basis billed at our standard billing rate.

Page 6
Mr. Heath

December 28, 2012

We appreciate the opportunity to assist the City of Napoleon in this important matter and we are available to discuss this proposal with you or to provide any supplementary information you may require.

Respectfully submitted,



John T. Courtney

ersproprnapoleon2013



City of Napoleon, Ohio

Department of Public Works

255 West Riverview Avenue, P.O. Box 151

Napoleon, OH 43545

Chad E. Lulfs, P.E., P.S., Director of Public Works

Telephone: (419) 592-4010 Fax: (419) 599-8393

www.napoleonohio.com

Memorandum

To: Dr. Jon A. Bisher, City Manager
From: Chad E. Lulfs, P.E., P.S., City Engineer
cc: Mayor & City Council
Greg Heath, City Finance Director
Date: February 11, 2013
Subject: Scott Street Improvements (PID 86846)

The City of Napoleon's Department of Public Works requests approval of the plans and specifications for the Scott Street Improvements Project (PID 86846). This project consists of reconstructing and widening Scott Street from W. Clinton Street through the Lagrange Street and Scott Street Intersection), replacing the bridge over Oberhaus Creek, replacing the railroad crossing and signals, replacing the waterline and sanitary sewer, installing a new storm sewer, and constructing new concrete walks and drive approaches. This project is partially funded through a grant from the Ohio Department of Transportation.

Engineer's Estimate of Construction: \$3,660,000.00.

O.D.O.T. Grant Amount: \$3,000,000.00

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*House Bill 5, currently being considered by the Ohio General Assembly, is wrong for Ohio and its citizens and communities. Please join us in strongly **OPPOSING** HB 5.*

Take Action Now! (<http://ohmuniadvocates.com/take-action/>)

About HB 5

House Bill 5 should **not** be passed because:

- It redefines "taxable income", in many cases significantly reducing tax revenue to cities and villages
- It puts control of local income tax policy in the hands of a bureaucratic policy board totally disconnected from the community in which the taxpayers live (versus local city council members)
- It defers collection dates and delinquency dates such that significant negative cash flow effects will hurt communities' ability to finance local government
- It makes tax policy more complex, not less
- While the overall goal of uniformity and cost reduction is desirable, HB 5 does not achieve this

A municipal income tax system in Ohio that's reasonable, simple, and revenue neutral is possible and attainable with the proper legislation. Join us in helping municipalities around Ohio oppose HB 5 and convince lawmakers to do what's best for all of Ohio by demanding **true uniformity** in Ohio municipal income tax.

Click Here to see [HB 5 as introduced \(http://ohmuniadvocates.com/wp-content/uploads/2013/01/HB5-as-introduced.pdf\)](http://ohmuniadvocates.com/wp-content/uploads/2013/01/HB5-as-introduced.pdf)

Who We Are: Ohio United

We are an advocacy group for Ohio's cities and villages, initiated by Ohio's First Suburbs Consortiums and communities from the Cincinnati, Cleveland, Columbus, Dayton and Toledo metropolitan areas.

Current Number of Impact Studies Received: Pending review of HB 5

Best Case Scenario Municipal Revenue Loss Across Ohio in 2014: Pending review of HB 5

Worst Case Scenario Municipal Revenue Loss Across Ohio in 2014: Pending review of HB 5

Recent News and Updates

[OML examines HB 5's most outrageous provisions \(http://ohmuniadvocates.com/oml-examines-hb5s-most-outrageous-provisions/\)](http://ohmuniadvocates.com/oml-examines-hb5s-most-outrageous-provisions/)

Posted 02/08/2013

As part of a bulletin released by the Ohio Municipal League on February 8, 2013... [Read More \(http://ohmuniadvocates.com/oml-examines-hb5s-most-outrageous-provisions/\)](http://ohmuniadvocates.com/oml-examines-hb5s-most-outrageous-provisions/)

[Cuyahoga County MCMA and Northeast Ohio MCMA join forces to oppose state legislation that would significantly reduce local income tax revenues \(http://ohmuniadvocates.com/hb-5-potential-problem-page-3-lines-66-70/\)](http://ohmuniadvocates.com/hb-5-potential-problem-page-3-lines-66-70/)

Posted 01/31/2013

Yesterday, legislation was introduced that would dramatically change Ohio's mu... [Read More \(http://ohmuniadvocates.com/hb-5-potential-problem-page-3-lines-66-70/\)](http://ohmuniadvocates.com/hb-5-potential-problem-page-3-lines-66-70/)

Marc Thompson, City Manager, Ottawa Hills
 Mike Summers, Mayor, Lakewood
 Jennifer Kuzma, Director, NEO-FSC
 Jack Jenson, Executive Director, First Suburbs Dayton
 Tom Moeller, City Manager, Madeira
 Steve Byington, Vice Mayor, Oakwood
 Bill Doering, Councilman, Amberly Village
 Ben Kessler, Mayor, Bexley
 Earl Leiken, Mayor, Shaker Heights

OML issues press release opposing HB 5
(<http://ohmuniadvocates.com/house-bill-5-the-new-hb-601/>)

Posted 01/31/2013

On January 30, 2013, Representatives Cheryl Grossman and Michael Henne introduce . . . Read More (<http://ohmuniadvocates.com/house-bill-5-the-new-hb-601/>)

HB 601 Status Update
(<http://ohmuniadvocates.com/hb-601-status-update/>)

Posted 01/29/2013

Groups Gear Up, Offer Policy Direction: Among the expected early bills is a rebo. . . Read More (<http://ohmuniadvocates.com/hb-601-status-update/>)

Municipal Income Tax "Fix" is a Flub – Policy Matters Ohio
(<http://ohmuniadvocates.com/policy-matters-ohio-outlines-the-major-downsides-to-hb-601/>)

Posted 01/02/2013

"A major effort to overhaul Ohio's municipal income tax should reduce tax avoi. . . Read More (<http://ohmuniadvocates.com/policy-matters-ohio-outlines-the-major-downsides-to-hb-601/>)

See all of our latest news and updates
(<http://ohmuniadvocates.com/all-news/>)

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February 08, 2013

Bill to Amend Ohio Municipal Income Tax Law Reintroduced

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Last year a bill was introduced in the Ohio General Assembly to revise Ohio law regarding municipal income taxation. Although several hearings were held, the bill died in committee. A new bill, H.B. 5, has been introduced during the current session. Like its predecessor, the bill proposes several changes to existing R.C. Chapter 718, which governs the imposition of income taxes by municipalities.

The bill is an effort to reach additional consistency and uniformity among communities that impose an income tax. The bill – the culmination of several months of discussions between business and municipal stakeholders – proposes some significant changes in existing law. Many of these changes are modeled on existing state law relating to the state personal income tax. This article addresses a number of those changes as reflected in the bill as introduced.

Net Operating Loss:

Under current law, each municipality decides whether to recognize net operating losses (NOLs), and how long to permit them to carry forward. Under the bill, beginning with taxable years beginning after 2014, R.C. 718.01(E)(8) and (9) authorize unused net operating losses to be carried forward up to 5 years. The provision is phased in over 5 years in 20 percent increments, beginning with taxable years beginning after 2015. Under existing laws, NOLs must be used prior to NOLs incurred beginning in 2015 and must be used prior to NOLs incurred after 2014. NOLs may not be used to offset qualifying wages.

Income apportionment:

Current law provides for the apportionment of business income according to a three-factor formula that considers property, payroll, and sales, and provides rules for determining when those items are within or without the municipality in question. Language does permit variation from this formula, but it is vague and its application varies from city to city. Under the bill, R.C. 718.02 is amended to provide more specific guidance regarding when and how a taxpayer, or the tax administrator, may request or require deviation from the standard three-factor apportionment formula.

An alternative apportionment formula may be claimed on an original return, or by the filing of an amended return or a petition to contest an assessment. An election by a taxpayer to use separate accounting must be allowed if the taxpayer uses separate accounting in all municipalities in which it is subject to tax. The bill also changes the measure of the sales factor to mirror state income tax law, basing the location of receipts on the location where the customer receives the goods or services in question. The existing rule that “throws back” sales to the city of shipment if the taxpayer did not solicit the sales at the customer’s place of business is eliminated.

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Pass-Through Entities:

Under current law, municipalities may elect to tax pass-through entities (PTEs) and their owners either at the entity level, or at the individual level. Under the bill, for tax years beginning on and after January 1, 2015, R.C. 718.01(L)(1) provides that except as provided in R.C. 718.43, the term "taxpayer" excludes PTEs, resulting in taxation at the individual owner level. Trusts, estates, and grantor trusts are not included in the definition of a PTE. Under R.C. 718.43, the law requires PTEs to collect and remit the tax with respect to share of net income, whether or not distributed, of all owners.

Any tax that is paid by the entity on behalf of its owners is treated as tax paid by the owners for all purposes. If the PTE is the only source of income in a municipality for an owner, the owner shall not be required to file a return or to pay any additional tax in the municipality. The PTE is required to make estimated payments of the tax by the 15th day of April, June and September of the current year, and by January 15 of the following year. R.C. 718.01(L)(2) provides that a single-member LLC that is a disregarded entity may be taxed as an entity separate from its single member under certain limited circumstances.

Consolidated Returns:

Under current law, each municipality may determine whether to permit taxpayers to file consolidated returns and the terms under which such election may be made. Under the bill, R.C. 718.06 provides that beginning with taxable years beginning on or after January 1, 2015, a taxpayer that is a member of an affiliated group of corporations may elect to file a consolidated return if at least one member of the affiliated group is subject to municipal taxation and the group filed a consolidated return for federal income tax purposes for that taxable year. All members of the consolidated group must be included in the return, and all members are jointly and severally liable for any tax that is owed. Furthermore, once consolidated status is elected, the taxpayer must continue to file in that manner until written permission to file individually is obtained from the municipality.

If 80 percent or more of the net profit or loss of a PTE is included in the federal taxable income of a consolidated group, then the PTE need not collect and pay the tax imposed by R.C. 718.43 to the extent the income is included in the net profit of the consolidated group, and the apportionment factors for the PTE must be included in those for the consolidated group. If less than 80% of the net profit or loss of the PTE is included in the federal taxable income of the consolidated group, then the PTE must collect and remit the tax on behalf of its members or owners, and its apportionment factors are excluded from those of the consolidated group.

Residency:

Under current law, each municipality is free to determine whether a taxpayer is domiciled within the city, regardless of whether the individual is domiciled in Ohio for Ohio personal income tax purposes. Under the bill, R.C. 718.01(J) provides that "resident" means an individual who is both domiciled in Ohio for purposes of the personal income tax, and within the municipality.

Transient Taxpayers:

Under existing law, other than a professional athlete or entertainer, an individual may perform services within a municipality for up to 12 days before the individual's employer is required to withhold tax for that municipality. There is no guidance as to what constitutes a day for these purposes. R.C. 718.011 is amended to extend that threshold to 20 days. Moreover, an employee is considered to have spent a day providing services within a municipality only if the individual spends more time during the day in that municipality than in any other; there are special rules relating to how travel time during the day is considered. If an employee is based in a municipality that imposes a tax, the 20-day safe harbor applies only if tax is withheld on behalf of the municipality in which the employee is based. An employer must begin to withhold tax on the 21st day that an employee spends in a municipality that imposes a tax, but there is no requirement to go back to withhold for the prior 20 days.

Minimum Payments:

Under the bill, several provisions are revised regarding minimum amounts. For taxable years beginning after 2014, R.C. 718.05(G) provides that no return needs to be filed, and no tax is due, with respect to net profits if (i) the average apportionment ratio for the year is less than 1 percent; (ii) but for this provision the taxpayer would owe less than \$50; and (iii) the total amount of qualifying wages paid to employees for services performed within the municipality during the taxable year is less than \$50,000. R.C. 718.19 provides that no refund needs to be issued, and no interest on a refund needs to be paid, if the amount of the refund is less than \$5. New R.C. 718.41 provides that if the additional amount due as a result of a federal revenue agent report (RAR) adjustment is \$5 or less, no amended return or additional tax payment is owed to the municipality.

Winnings from Casinos and Video Lottery Terminals:

New R.C. 718.031 provides that if a person's winnings at a casino facility or video lottery terminal trigger reporting requirements for federal income tax purposes, then the casino operator or video lottery terminal agent shall withhold tax on the winnings for the municipality in which the facility is located. All amounts withheld must be reported and paid to the municipality by the 10th day of the following month. Annual reports to both the municipality and winners from whom amounts are withheld are also required.

Audit and Assessment Provisions:

Under current law, there is no consistent period for assessment or refund purposes. Under the bill, R.C. 718.12(B) provides for a 3-year statute of limitations for assessments, and R.C. 718.19 provides for a similar statute for refund claims. R.C. 718.12 also provides an absolute limitation of 10 years for any assessment not covered by the 3-year statute, and provides for various safeguards and procedures to protest the assessment, similar to those found in state law. Uniform penalty and interest provisions are set forth in R.C. 718.27.

Under current law, assessment appeal procedures are largely undefined. Under the bill, R.C. 718.11 provides for the issuance of written assessments; appeals to the local board of review within 60 days of receipt of an assessment; a hearing before the local board of review within 45 days and representation by an attorney or other representative; and a written decision that must be issued within 90 days of the hearing and can be appealed to the state board of tax appeals.

Modeled on existing state law, the bill contains provisions regarding a taxpayer bill of rights (R.C. 718.12(D), 718.36); for a problem resolution officer for larger cities (R.C. 718.37); for formal tax opinions (R.C. 718.38); and for taxpayer suits for violation of various provisions (R.C. 718.39). There is also a provision for adjustments associated with federal or state income tax audits that result in changes to items of income or expense, with the requirement of an amended return to reflect the changes, in R.C. 718.41. In a novel twist, R.C. 718.44 provides that the prevailing party in any assessment and appeal may recover attorney fees and litigation expenses from the other party. In the case of a case where neither side is completely victorious, fees and expenses are to be equitably divided.

Powers and Duties:

Under current law, the authority and duties of tax administrators are virtually undefined. Under the bill, R.C. 718.30 provides express authority to promulgate rules of procedure; R.C. 718.31 provides authority to inspect records; R.C. 718.23 provides for authority to issue subpoenas; R.C. 718.24 provides a laundry list of powers and duties similar to those found in existing law for the state tax commissioner; and R.C. 718.20 authorizes the issuance of jeopardy assessments in specified cases.

Municipal Tax Policy Board:

Under the bill, R.C. 718.42 calls for the formation of a municipal tax policy board. The membership of the board consists of seven representatives of municipalities of varying sizes, each appointed by the governor for a term of three years. The board may adopt rules regarding the administration of municipal income tax laws that are binding upon all municipalities imposing a tax; may designate working committees; promulgate common forms, reports, schedules and attachments; forms for signature and declarations by taxpayers; and provide instruction booklets. The board is required to meet at least quarterly.

Implementation:

Under the bill, R.C. 718.04 provides that in the case of a tax that is first imposed after January 1, 2015, the ordinance or resolution levying the tax must include certain language, including that the tax is being levied in accordance with the limitations specified, and incorporates by reference the provisions of R.C. Chapter 718. In the case of a municipality that currently imposes a tax, before January 1, 2015, the municipality must either repeal the tax or amend the existing law to include the provisions required of a new tax, including the references to R.C. Chapter 718. If a municipality that currently levies a tax fails to take either action by January 1, 2015, its tax is repealed by operation of law. Other provisions relating to the imposition of a tax, including the rate, any credit provision, and voter approval for rates in excess of one percent, remain similar to existing law.

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City of Napoleon, Ohio

Department of Public Works

255 West Riverview Avenue, P.O. Box 151

Napoleon, OH 43545

Chad E. Lulfs, P.E., P.S., City Engineer

Telephone: (419) 592-4010 Fax: (419) 599-8393

www.napoleonohio.com

Memorandum

To: Dr. Jon A. Bisher, City Manager
From: Chad E. Lulfs, P.E., P.S., Director of Public Works
cc: Mayor & City Council
Gregory J. Heath, City Finance Director
Date: February 18, 2013
Subject: Water Treatment Plant Improvements
Water Treatment Membrane Pilot Study
Sole Source Contract

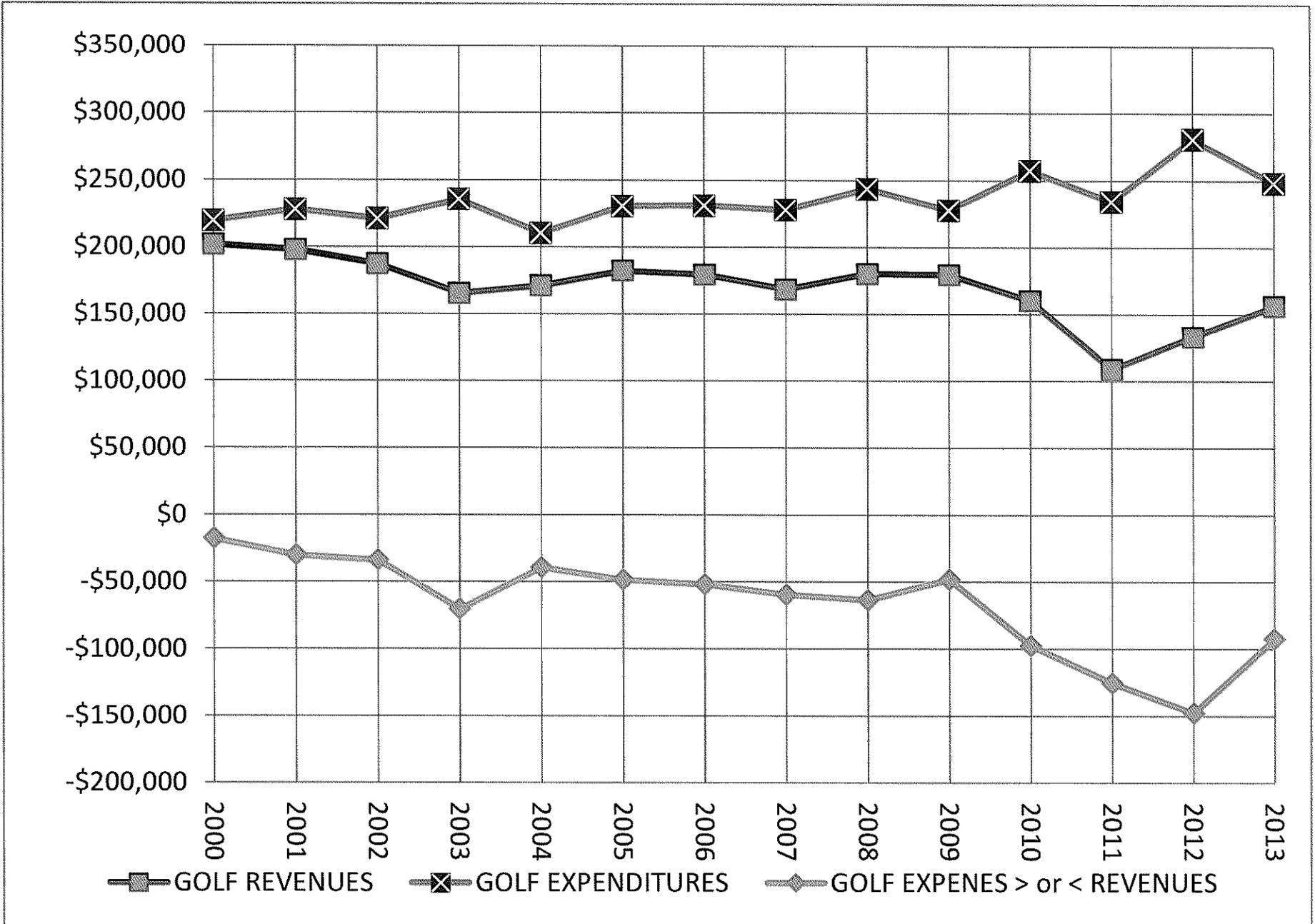
As part of the proposed Water Treatment Plant Improvements project, the Ohio Environmental Protection Agency (O.E.P.A.) requires that a pilot study be performed to determine the feasibility for using membrane technology to treat our primary raw water source, the Maumee River. As part of this pilot study, the river conditions during the spring rains are required to be analyzed. Because of this timing requirement as well as several other factors listed below, I am requesting approval of the proposed contract with Jones & Henry Engineers, Ltd. (J&H). As part of this contract, it is proposed to Sole Source this project and bypass the Quality Based Selection (QBS) process.

My request for bypassing the QBS process is based on the following: as stated above, this project must be initiated as soon as possible and the QBS process could add six (6) weeks or more to our timeline causing us to miss some or all of the spring conditions as required by the O.E.P.A.; J&H has an intimate knowledge of our existing plant and treatment process because they designed the existing plant; J&H has performed two (2) studies analyzing our current plant, as well as the potential for using a membrane treatment system; J&H has assisted us in our analysis of membrane treatment systems and has gained an understanding of our requirements; J&H maintains the City of Napoleon's Water Model and can incorporate this into the analysis of the membrane treatment system; using the QBS process, J&H was the top ranked firm for the design of the proposed Water Treatment Plant Improvements project.

Based on the above listed items, it is my recommendation to execute a Sole Source contract to Jones & Henry Engineers, Ltd. for the Water Treatment Membrane Pilot Study project. If you have any questions or require additional information, please contact me at your convenience.

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GOLF - REVENUES TO EXPENDITURES - LINE CHART - 2000 to 2013



SUMMARY

GOLF - REVENUE TO EXPENDITURE REVIEW

FUND SOURCE,			2000	2001	2002	2003	2004	2005	2006	2007	2008	
=ACCOUNT NUM.#=			ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	
FUND	DEPT	ACCT	REVENUE / RECEIPT ACCOUNTS	RECEIPTS								
ACCOUNT DESCRIPTION												
RECREATION - GOLF REVENUES												
220 RECREATION FUND - GOLF REVENUES												
220.	4200.	44111	Golf-Memberships-Individual	38,610	36,740	36,625	41,725	38,990	33,835	37,910	26,975	24,795
220.	4200.	44112	Golf-Memberships-Family -Adult,Spou	0	0	0	0	0	0	0	550	1,220
220.	4200.	44113	Golf-Memberships-High School	6,050	6,920	4,760	6,380	4,760	5,880	4,340	4,970	3,850
220.	4200.	44114	Golf-Memberships-Individual Additiona	4,675	5,175	4,535	4,515	4,250	2,910	2,600	1,900	1,700
220.	4200.	44115	Golf-Memberships-Senior Citizen	8,625	10,080	9,272	8,945	8,860	12,670	12,100	13,055	16,270
220.	4200.	44116	Golf-Memberships-Individual Non-Res.	7,910	6,760	5,910	5,850	5,400	2,580	4,320	3,710	4,365
220.	4200.	44117	Golf-Memberships-High School Non-R	2,040	3,360	2,080	1,440	800	910	720	360	720
220.	4200.	44118	Golf-Discount Card (Green Fees)	180	720	210	330	210	0	320	6,566	8,680
220.	4200.	44119	Golf-Memberships-Senior Non-Reside	1,200	800	832	1,370	720	1,070	1,180	1,140	2,555
220.	4200.	44121	Golf-Greens Fees-Week Day 9 Hole	35,370	30,952	29,160	18,853	20,447	26,761	25,530	20,705	23,740
220.	4200.	44122	Golf-Greens Fees-Week Day 18 Hole	3,234	3,084	2,411	2,379	2,570	2,614	1,919	1,691	1,881
220.	4200.	44123	Golf-Greens Fees-Sat.,Sun., Hol. 9 Ho	24,552	21,566	19,459	14,207	15,400	16,791	16,874	14,152	16,372
220.	4200.	44124	Golf-Greens Fees-Sat.,Sun., Hol. 18 H	3,881	3,238	2,953	2,115	2,300	3,746	2,976	3,440	2,517
220.	4200.	44125	Golf-Greens Fees-Junior Weekday	1,625	1,580	1,650	1,085	1,415	1,557	1,855	2,055	1,982
220.	4200.	44126	Golf-Greens Fees-Junior Weekend	0	0	0	0	0	0	0	581	873
220.	4200.	44127	Golf-Greens Fees-9 Hole Senior Rate	0	0	0	0	0	0	0	2,751	3,822
220.	4200.	44128	Golf-Greens Fees-18 Hole Senior Rate	0	0	0	0	0	0	0	224	451
220.	4200.	44160	Golf-Cart Fees-Trail Charge and Rent	41,994	44,294	44,408	38,328	42,855	46,506	44,271	37,238	35,039
220.	4200.	44163	Golf-Miscellaneous	3,885	3,588	3,258	2,337	3,435	4,064	5,054	5,632	1,539
220.	4200.	44165	Golf-Cart Fees-9 Hole Senior Rate	0	0	0	0	0	0	0	1,890	2,399
220.	4200.	44166	Golf-Cart Fees-18 Hole Senior Rate	0	0	0	0	0	0	0	338	317
220.	4200.	44167	Golf-Discount Card - Cart Fees	0	0	0	0	0	0	0	1,735	4,485
220.	4200.	44171	Golf-Retail-Concessions	15,926	16,443	15,656	10,917	13,685	15,517	13,432	12,568	17,221
220.	4200.	44172	Golf-Retail-Supplies	2,094	2,653	4,137	4,393	4,956	4,849	3,994	4,137	3,481
220.	4200.	44180	Golf-Retail-Conccsns.-Beer-Single	0	0	0	0	0	0	0	0	0
220.	4200.	44181	Golf-Retail-Conccsns.-Beer-6-Pack	0	0	0	0	0	0	0	0	0
* TOTAL - 220 RECREATION FUND			201,851	197,953	187,316	165,169	171,053	182,260	179,395	168,363	180,274	
400 CAPITAL IMPROVEMENT FUND - GOLF REVENUES												
400.	4200.	43000	Federal Grant Receipts	0	0	0	0	0	0	0	0	0
* TOTAL - 400 CAPITAL IMP. FUND			0	0	0	0	0	0	0	0	0	0
* TOTAL - GOLF REVENUES			201,851	197,953	187,316	165,169	171,053	182,260	179,395	168,363	180,274	

=ACCOUNT NUM.=			FUND SOURCE,	2009	2010	2011	2012	2013
FUND	DEPT	ACCT	REVENUE / RECEIPT ACCOUNTS	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ESTIMATED
			ACCOUNT DESCRIPTION	RECEIPTS	RECEIPTS	RECEIPTS	RECEIPTS	REVENUES
<u>RECREATION - GOLF</u>								
<u>220 RECREATION FUND</u>								
220.	4200.	44111	Golf-Memberships-Individual	23,910	20,515	15,280	12,735	16,500
220.	4200.	44112	Golf-Memberships-Family -Adult,Spou	0	495	1,375	0	500
220.	4200.	44113	Golf-Memberships-High School	4,560	4,800	2,306	1,470	3,500
220.	4200.	44114	Golf-Memberships-Individual Additiona	2,794	2,130	1,430	770	1,500
220.	4200.	44115	Golf-Memberships-Senior Citizen	13,095	14,040	14,520	12,990	13,800
220.	4200.	44116	Golf-Memberships-Individual Non-Res	3,500	3,295	1,400	1,710	2,500
220.	4200.	44117	Golf-Memberships-High School Non-R	1,000	600	460	600	1,000
220.	4200.	44118	Golf-Discount Card (Green Fees)	12,560	10,336	7,930	7,940	10,000
220.	4200.	44119	Golf-Memberships-Senior Non-Reside	2,025	1,350	1,700	1,080	1,500
220.	4200.	44121	Golf-Greens Fees-Week Day 9 Hole	22,089	19,880	11,540	18,503	20,000
220.	4200.	44122	Golf-Greens Fees-Week Day 18 Hole	1,894	2,263	1,860	1,896	2,200
220.	4200.	44123	Golf-Greens Fees-Sat.,Sun., Hol. 9 Ho	19,235	15,394	8,061	11,365	14,000
220.	4200.	44124	Golf-Greens Fees-Sat.,Sun., Hol. 18 H	1,884	3,100	561	1,607	3,000
220.	4200.	44125	Golf-Greens Fees-Junior Weekday	2,385	2,010	1,640	1,665	1,500
220.	4200.	44126	Golf-Greens Fees-Junior Weekend	1,043	665	413	441	1,000
220.	4200.	44127	Golf-Greens Fees-9 Hole Senior Rate	4,200	3,592	2,912	5,256	5,200
220.	4200.	44128	Golf-Greens Fees-18 Hole Senior Rate	444	672	228	372	450
220.	4200.	44160	Golf-Cart Fees-Trail Charge and Rent	35,384	29,426	17,010	22,653	25,000
220.	4200.	44163	Golf-Miscellaneous	2,337	3,120	2,395	2,080	2,000
220.	4200.	44165	Golf-Cart Fees-9 Hole Senior Rate	2,508	2,232	1,948	3,076	3,000
220.	4200.	44166	Golf-Cart Fees-18 Hole Senior Rate	266	556	175	606	500
220.	4200.	44167	Golf-Discount Card - Cart Fees	4,585	3,465	2,970	3,555	4,400
220.	4200.	44171	Golf-Retail-Concessions	13,831	12,691	8,629	13,430	14,000
220.	4200.	44172	Golf-Retail-Supplies	3,950	3,402	2,138	2,944	3,000
220.	4200.	44180	Golf-Retail-Conccssns.-Beer-Single	0	0	0	1,212	1,800
220.	4200.	44181	Golf-Retail-Conccssns.-Beer-6-Pack	0	0	0	3,036	4,300
* TOTAL - 220 RECREATION FUND				179,479	160,029	108,881	132,992	156,150
<u>400 CAPITAL IMPROVEI</u>								
400.	4200.	43000	Federal Grant Receipts	0	0	0	0	0
* TOTAL - 400 CAPITAL IMP. FUND				0	0	0	0	0
* TOTAL - GOLF REVENUES				179,479	160,029	108,881	132,992	156,150

<u>=ACCOUNT NUM.#=</u>			<u>FUND SOURCE,</u>	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
<u>FUND</u>	<u>DEPT</u>	<u>ACCT</u>	<u>COST CENTER (Dept), CATEGORY</u>	<u>ACTUAL</u>								
			<u>ACCOUNT DESCRIPTION</u>	<u>EXPENDED</u>								
RECREATION - GOLF EXPENDITURES												
220 RECREATION FUND - GOLF EXPENDITURES												
4200 RECREATION/GOLF OPERATING												
Personal Services:												
220.	4200.	51100	Salary-Non Bargaining	90,719	89,950	98,587	93,822	101,108	103,039	106,046	110,064	115,199
220.	4200.	51200	Salary-AFSCME	0	0	0	0	0	0	0	0	0
220.	4200.	51500	PERS	10,354	11,966	12,944	12,729	13,365	14,000	14,359	14,941	18,980
220.	4200.	51600	Worker's Compensation	396	51	156	509	814	825	906	1,683	2,414
220.	4200.	51700	Medicare-City Share	1,314	1,302	1,425	1,355	1,459	1,484	1,525	1,586	1,661
220.	4200.	51710	Hospitalization Insurance	1,792	4,838	6,881	7,214	8,126	8,843	9,803	7,633	5,178
220.	4200.	51750	Life Insurance	74	74	65	62	62	76	61	61	61
> Sub-Total Personal Services				104,649	108,181	120,058	115,691	124,934	128,267	132,700	135,968	143,493
Other:												
220.	4200.	52000	Travel, Training and Education	1,337	962	1,780	1,348	1,697	1,471	1,317	1,444	1,600
220.	4200.	52010	Memberships and Dues	458	573	619	620	700	725	645	700	975
220.	4200.	53110	Utilities-Electric	980	1,661	2,552	2,129	1,695	1,962	4,097	3,133	2,507
220.	4200.	53113	Utilities-Water and Sewer	0	197	1,125	1,429	1,428	1,883	1,596	1,863	1,882
220.	4200.	53114	Utilities-Telephone	1,449	1,396	1,859	1,124	1,355	1,510	1,269	1,595	1,638
220.	4200.	53300	Serv.Fees-Professional	971	1,320	1,980	2,497	2,274	1,338	2,079	3,195	2,296
220.	4200.	53510	Cnt.Maint.-Vehicles	80	180	400	140	1,314	583	160	240	580
220.	4200.	53520	Cnt.Maint.-Equipment	2,206	5,901	2,616	3,755	3,921	3,053	3,648	3,464	3,120
220.	4200.	53600	Cnt.Maint.-Properties	0	2,337	0	0	1,750	700	834	548	0
220.	4200.	53700	Insurances and Bonding	1,688	1,709	1,384	1,707	1,856	1,964	1,764	1,661	1,162
220.	4200.	53800	Printing, Forms and Photos	684	925	824	628	750	470	69	0	424
220.	4200.	53900	Bank Servicing Charges-Credit Cards	0	0	0	0	0	0	0	0	0
220.	4200.	54200	Supplies-Operating Materials	16,194	17,164	18,308	14,608	15,155	12,604	13,880	18,146	16,508
220.	4200.	54210	Supplies-Concessions	11,824	14,506	15,716	13,113	14,309	15,134	14,794	14,734	17,004
220.	4200.	54211	Supplies-Golf	1,777	2,066	4,067	4,218	3,063	4,945	4,746	3,811	4,247
220.	4200.	54215	Supplies-Concessions-Beer	0	0	0	0	0	0	0	0	0
220.	4200.	54230	Supplies-Gasoline & Deisel Fuels	3,255	4,272	3,019	3,470	4,097	5,430	7,059	7,173	9,420
220.	4200.	54240	Supplies-Chemicals	21,147	20,950	20,848	21,535	14,807	18,941	19,785	20,429	21,053
220.	4200.	54300	Supplies-Vehicle Parts & Supplies	60	158	405	577	217	410	357	1,292	930
220.	4200.	54500	Supplies-Other Equipment	3,836	8,292	4,841	4,055	4,210	3,221	2,648	4,983	4,142
220.	4200.	57000	Machinery and Equipment	19,099	0	0	0	0	0	0	0	0
220.	4200.	59000	Refunds-Miscellaneous	570	440	470	420	505	80	560	90	30
220.	4200.	59130	Reimb.-Shared Expense	0	0	0	0	0	296	0	0	0
> Sub-Total Other				87,615	85,009	82,813	77,373	75,103	76,720	81,307	88,501	89,518
** Total-4200 Recreation/Golf Operatin				192,264	193,190	202,871	193,064	200,037	204,987	214,007	224,469	233,011

<u>ACCOUNT NUM.#=</u>			FUND SOURCE, COST CENTER (Dept), CATEGORY	2009 ACTUAL	2010 ACTUAL	2011 ACTUAL	2012 ACTUAL	2013 REQUESTED
<u>FUND</u>	<u>DEPT</u>	<u>ACCT</u>	<u>ACCOUNT DESCRIPTION</u>	<u>EXPENDED</u>	<u>EXPENDED</u>	<u>EXPENDED</u>	<u>EXPENDED</u>	<u>BUDGET</u>
RECREATION - GOLF								
220 RECREATION FUND								
4200 RECREATION/GOLF OPERATI								
<u>Personal Services:</u>								
220.	4200.	51100	Salary-Non Bargaining	111,295	116,979	107,360	112,420	107,180
220.	4200.	51200	Salary-AFSCME	218	0	110	64	0
220.	4200.	51500	PERS	15,612	16,064	15,034	15,732	15,010
220.	4200.	51600	Worker's Compensation	2,471	2,653	2,208	2,568	3,220
220.	4200.	51700	Medicare-City Share	1,571	1,679	1,540	1,613	1,560
220.	4200.	51710	Hospitalization Insurance	11,651	10,693	11,184	12,485	10,590
220.	4200.	51750	Life Insurance	92	92	67	65	440
> Sub-Total Personal Services				142,910	148,160	137,503	144,947	138,000
<u>Other:</u>								
220.	4200.	52000	Travel, Training and Education	630	608	243	130	500
220.	4200.	52010	Memberships and Dues	520	400	660	530	650
220.	4200.	53110	Utilities-Electric	4,516	4,830	3,864	4,737	4,500
220.	4200.	53113	Utilities-Water and Sewer	1,430	1,667	2,190	1,651	2,500
220.	4200.	53114	Utilities-Telephone	1,620	2,136	1,463	1,575	1,600
220.	4200.	53300	Serv.Fees-Professional	1,928	2,894	3,015	2,331	2,000
220.	4200.	53510	Cnt.Maint.-Vehicles	165	286	215	344	500
220.	4200.	53520	Cnt.Maint.-Equipment	2,646	2,431	3,578	2,273	3,500
220.	4200.	53600	Cnt.Maint.-Properties	1,465	527	459	1,150	1,000
220.	4200.	53700	Insurances and Bonding	1,001	452	507	675	600
220.	4200.	53800	Printing, Forms and Photos	225	276	351	261	350
220.	4200.	53900	Bank Servicing Charges-Credit Cards	1,189	1,488	1,048	1,387	1,300
220.	4200.	54200	Supplies-Operating Materials	15,892	15,906	16,303	13,321	16,500
220.	4200.	54210	Supplies-Concessions	12,271	11,425	10,290	11,027	13,000
220.	4200.	54211	Supplies-Golf	4,531	3,827	4,269	4,234	4,500
220.	4200.	54215	Supplies-Concessions-Beer	0	0	0	1,589	2,880
220.	4200.	54230	Supplies-Gasoline & Deisel Fuels	6,097	7,513	9,067	10,236	9,000
220.	4200.	54240	Supplies-Chemicals	16,292	21,580	19,759	15,285	20,500
220.	4200.	54300	Supplies-Vehicle Parts & Supplies	2,311	2,764	2,191	1,584	2,800
220.	4200.	54500	Supplies-Other Equipment	2,121	1,851	3,537	1,337	2,500
220.	4200.	57000	Machinery and Equipment	0	0	0	0	0
220.	4200.	59000	Refunds-Miscellaneous	0	0	340	160	600
220.	4200.	59130	Reimb.-Shared Expense	0	0	0	0	0
> Sub-Total Other				76,850	82,861	83,349	75,817	91,280
** Total-4200 Recreation/Golf Operatin				219,760	231,021	220,852	220,764	229,280

400 CAPITAL IMPROVEMENT FUND												
4200 RECREATION/GOLF OPERATING												
Other:												
400.	4200.	57000	Machinery and Equipment	21,999	31,225	18,203	16,929	6,000	10,718	14,500	100	5,900
400.	4200.	57200	Buildings & Improvements	5,250	3,546	0	25,506	4,300	14,952	2,683	3,258	4,858
> Sub-Total Other				27,249	34,771	18,203	42,435	10,300	25,670	17,183	3,358	10,758
** Total-4200 Recreation/Golf Oper.				27,249	34,771	18,203	42,435	10,300	25,670	17,183	3,358	10,758
* TOTAL - GOLF EXPENDITURES				219,513	227,961	221,074	235,499	210,337	230,657	231,190	227,827	243,769
GOLF EXPENDITURES > or < REVENUES				-17,662	-30,008	-33,758	-70,330	-39,284	-48,397	-51,795	-59,464	-63,495
PERCENTAGE (%) > or < REVENUES				-8.75%	-15.16%	-18.02%	-42.58%	-22.97%	-26.55%	-28.87%	-35.32%	-35.22%

		400 CAPITAL IMPROVEI					
		4200 RECREATION/GOLF OPERATI					
		Other:					
400.	4200. 57000	Machinery and Equipment	7,908	26,378	13,400	14,410	14,000
400.	4200. 57200	Buildings & Improvements	0	0	0	45,610	5,000
> Sub-Total Other			7,908	26,378	13,400	60,020	19,000
** Total-4200 Recreation/Golf Oper.			7,908	26,378	13,400	60,020	19,000
* TOTAL - GOLF EXPENDITURES			227,668	257,399	234,252	280,784	248,280
GOLF EXPENDITURES > or < REVENUES			-48,189	-97,370	-125,371	-147,792	-92,130
PERCENTAGE (%) > or < REVENUES			-26.85%	-60.85%	-115.14%	-111.13%	-59.00%

City of Napoleon, Ohio

TREE COMMISSION

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

Meeting Agenda

Monday, February 18, 2013 at 6:00 PM

- I. **Approval of Minutes** (In the absence of any objections or corrections, the minutes shall stand approved.)
- II. **Tree Call Report**
- III. **Spring Programs**
- IV. **2013 Project Removals**
- V. **Any Other Matters to Come before the Commission**

Gregory J. Heath, Finance Director/Clerk of Council

City of Napoleon, Ohio
TREE COMMISSION

Meeting Minutes
Monday, January 21, 2013 at 6:00 PM

PRESENT	
Commission	David Volkman - Chair, Bill Rohrs, Ron Bahler, Jason Maassel
City Staff	Marty Crossland, Greg Heath
Recorder	Kristi Rhoads
ABSENT	
Members	Kirk Etzler
Call To Order	Clerk Of Council Greg Heath called the meeting to order at 6:04 PM.
Swearing In Of Reappointed Members	Reappointed members David Volkman and Bill Rohrs were sworn in before the meeting began.
Election of Tree Commission Chairperson	Heath asked each member in seniority order for a recommendation of a name for Chair. Chairperson Volkman had no recommendation. Rohrs recommended Volkman.
Motion To Elect Volkman Chair	Motion: Maassel Second: Bahler To Appoint David Volkman as Chair for the Tree Commission Bahler had no recommendation Maassel had no recommendation
Passed	Roll Call vote on above motion:
Yea- 4	Yea- Maassel, Volkman, Rohrs, Bahler
Nay- 0	Nay-
Approval Of Minutes	Minutes from October 15, 2012, stand approved as printed.
Tree Call Report	Crossland had a call from 305 Sheffield stating when we replaced sewer line it killed a pine tree on the property. We will remove it and trim the Maple next to it. The manager from the Car Wash on Lagrange & Scott St says there are a couple trees that need removed. They are in the right of way and it won't be an issue for us to take them out. Received a thank you from the Veteran's Memorial Park for the Spruce tree that's been planted there. Two trees on Strong St and one on Welsted St had to be removed due to the waterline project. Maassel asked if they'd be replaced. Crossland thinks only one will be replaced because the other two would be too close to the driveway.
Spring Programs	See Handout. There are tree removals on Strong & Welsted that will come out of the project cost. It won't affect our budget. The same goes for Riverview sewer replacement project. That one is going to be more in the range of 15 to 20 trees that are of significant size and the cost will come out of that project's budget. The replantings may be our cost at a later date. Later this year we may have to remove one tree at 805 Lynne Ave. due to a sewer

project.
Thinking about holding off until fall for the reseeded this year. Also, trimming in September or October because the cost is cheaper then.
Oberhaus Park has 16 stumps and there is a tree behind the pavilion that's dead and will be removed. We will pay for stumps and Tony Cotter will pay for the replacements.
Maassel wants to know why they're coming out?
Crossland states that they are dead. Most evergreens took a major hit last year. Replacements are fairly cheap right now. Looking at less than \$2,500 for all. Money is earmarked for the Tree Tracker software and Crossland already has the purchase order. It's \$1,800.00 which is a lot cheaper than expected.
Maassel asked if it has GPS.
Crossland says he has no need for GPS. He will be able to search by address or documents and can have drawings. Most contractors around this area do not go by GPS, they locate by a paint mark. There really is no need for it.
Crossland passed around the proposal for the tree tracker for everyone to look at. Crossland got prices on Gator bags, Tony Cotter thinks this is a great idea and he'll store them for us. They're \$18.99 / bag at Kurtz Hardware.
Maassel suggested to add ten or so replacement bags into the budget every year.

Any Other Matters

Rohrs received an email from Stephanie regarding training in Hicksville. Not sure of the day but thinks it's some time in February.
Crossland wants to hang the new signage/banner once we get the new stickers or plaque or whatever it may be. Would like to hang it on the wall towards the back of the Council room. It's been about 18 years that we've been a part of Tree City USA. Maassel wants it known that there are two trees at Emmanuel Lutheran Church facing Clinton that are real big and needs trimmed. Could talk to the Pastor regarding trimming these. These are/could be causing a hazard for traffic.

Motion To Adjourn

Motion: Rohrs Second: Maassel
To adjourn the meeting at 6:47 PM

Passed
Yea- 4
Nay- 0

Roll call vote on above motion:
Yea- Maassel, Volkman, Rohrs, Bahler
Nay-

David Volkman, Chair

Memorandum

To: Parks & Recreation Committee, Council, Mayor, City Manager,
City Law Director, City Finance Director, Department Supervisors,
Media

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

Date: 2/13/2013

Re: Parks & Recreation Committee Meeting Cancellation

The regular Parks & Recreation Committee meeting scheduled for Monday, February 18 at 8:00 PM has been canceled due to scheduling a Special Joint Meeting with the Parks & Recreation Board on Wednesday, February 27 at 6:30 PM.



UPdate

A weekly newsletter presented by AMP President/CEO Marc Gerken

February 15, 2013

OMEGA JV6 interest rate remains less than 1 percent

By Maggie Ndovi-Gibbs – financial analyst

Every six months, principal and interest are paid down on the \$9.8 million private placement taken out by Ohio Municipal Energy Generating Agency Joint Venture 6 (OMEGA JV6). Participants of the OMEGA JV6 project received good news on Feb. 14 when the interest rate was reset on Adjustable Rate Revenue Bonds to 0.33 percent, effective for the period of Feb. 15, 2013, to Aug. 14, 2013. This is the ninth consecutive rate reset below 1 percent. This compares to 0.28 percent one year ago and 0.49 percent two years ago.

The interest rate is calculated by taking the Six-Month Municipal Market Data high grade index rate (MMD Index) plus 15 basis points. The loan agreement requires a payment of \$500,000 semiannually for principal and interest. If the interest rate is low, this means more of the \$500,000 can be used to pay down principal. Although the stated length of the agreement is 15 years, the length will ultimately be determined by interest rate fluctuations over the course of the agreement.

With the low rates AMP has received in the past, AMP is anticipating paying off the loan by 2015. This is approximately four years earlier than originally financed. After the latest principal payment is made, \$1,969,000 will remain on the loan.

Participants in the OMEGA JV6 Windpower Generation Project include Bowling Green, Cuyahoga Falls, Edgerton, Elmore, Montpelier, Monroeville, Napoleon, Oberlin, Pioneer and Wadsworth.

Unanimous support in House passes legislation for small hydro projects

By Marc Gerken – president and CEO

The House of Representatives unanimously passed the Hydropower Regulatory Efficiency Act of 2013 earlier this week.

The legislation, H.R. 267, aims to improve the regulatory environment for hydropower development and promotes the creation of small hydropower and conduit projects.

The bill was introduced less than a month ago and has received bipartisan support to promote conduit hydropower development at Bureau of Reclamation facilities.

H.R. 267 is the first piece of energy legislation passed in the 113th Congress and will streamline the government's permitting process for hydropower projects under 10 MW that use existing canals, pipelines or other conduits.

See Page 2 for latest hydro updates

AMP welcomes Keffer, Ward to headquarters staff

By Krista Selvage – manager of publications

Gary Keffer and Cody Ward both joined the AMP staff Monday.

Keffer is the environmental health and safety manager, and Ward is a power supply planning engineer.

Prior to AMP, Keffer spent seven years with American Electric Power as an ESH management systems manager and worked for Miba Bearings US. He will be establishing, implementing and maintaining a safety and health program for AMP's hydroelectric plants and corporate office. He holds a bachelor's degree in occupational and environmental safety and health from the University of Connecticut, and a master's degree from the University of Alabama at Birmingham in advanced safety engineering and management. In his spare time, Keffer coaches youth baseball and football. He lives in New Lexington with his wife, Kristi, and 15-year-old son, Klayton.

Ward is a 2012 graduate of Ohio State University. A resident of the Hilliard area, he holds a bachelor's degree in chemical engineering with a minor in environmental engineering. He previously worked at Babcock & Wilcox as a field and service engineering.

Please join us in welcoming Gary and Cody.



Gary Keffer



Cody Ward

Steady progress continues at AMP's four hydroelectric sites

By Pete Crusse – vice president of hydroelectric construction

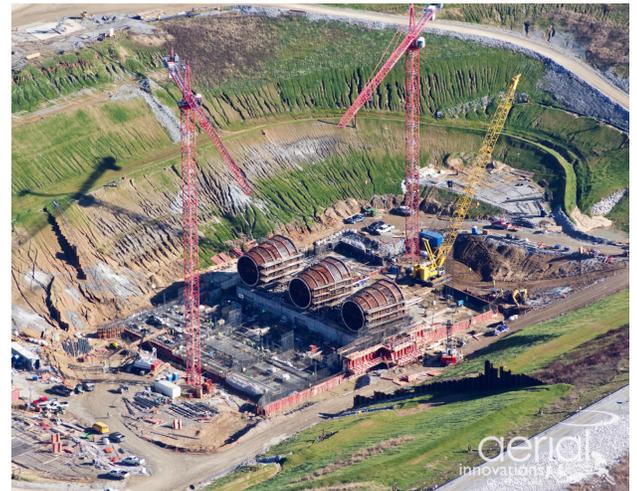
Cannelton

Significant progress is being made with minimal snow storms and low water helping the progress. At Cannelton, as of Feb. 14, Walsh had placed 81,988 yards of concrete for 87 percent of the total needed. We are at 29 percent of the hardfill to be placed, and need to advance this work because it is more sensitive to below-freezing temperatures. Other work at the site includes tensioning the bolts on the Unit 3 rotor and substation construction. Lastly, the approach channel excavation upstream has continued. An aerial picture (from Jan. 31) showing the progress is shown below.



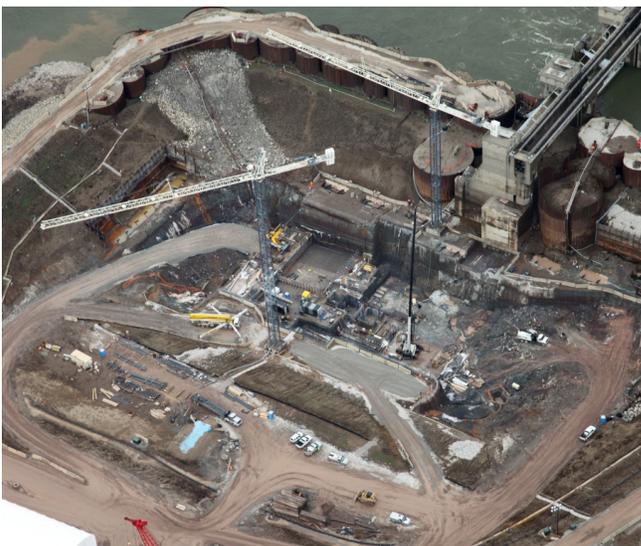
Smithland

At Smithland, Intake slab placements are scheduled for next week and surveying of the draft tube liners is ongoing to achieve the final precise alignment. The alignment of the draft tube liners is critical as it starts the entire centerline location of the turbine and generator. We also continued working this week on concrete with 21,042 yards placed to date, or 22.3 percent. We entered into a Bat Mitigation Memorandum of Understanding with the U.S. Fish and Wildlife and filed that with the FERC, who is working towards issuing an amendment for the shortened transmission line. Below: An aerial from Jan. 18.



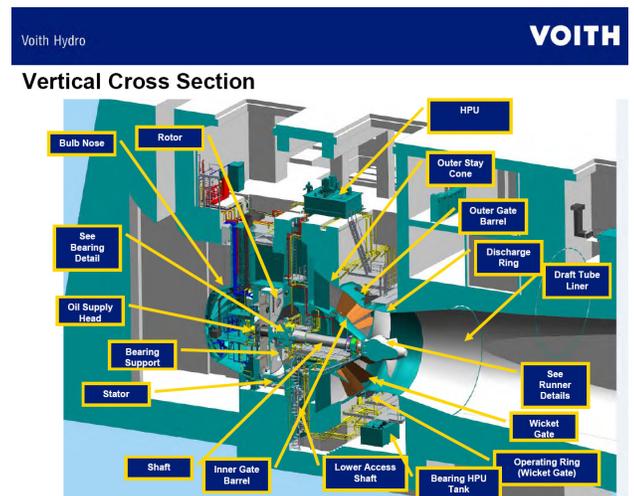
Willow Island

At Willow Island, Ruhlin Construction completed the backfilling of concrete around an existing geological fault line. They also advanced the concrete work to 7,860 yards (10 percent) of the total needed to be placed. The draft tube liners are also being assembled. The work should move faster here since the Willow Island project has only two units. An aerial from Jan. 29 is shown below.



Meldahl

Lastly, with the City of Hamilton and AMP's oversight, the Meldahl project is advancing nicely. Concrete reached 74,049 cubic yards placed to date (75.9 percent) and Alberici Baker continued with the alignment of the stay cones – an embedded section of the bulb turbine that is critical for the alignment of the unit. Knowing that we use the turbine generator terminology loosely, pictured is a slide from Voith that may help with turbine generator erection terms.





First 2013 issue of 'AMP Currents' is now available

By Kent Carson – senior director of media relations and communications programs

The latest edition of AMP Currents video magazine is now available under the “[News & Publications](#)” tab on AMP’s website.

These short videos cover AMP and industry topics to share timely information of interest for our members and the general public. The most recent issue features an interview with AMP President/CEO Marc Gerken and AMP Board of Trustees Chair Jon Bisher reviewing organizational events and successes in 2012.

Please contact me with questions or comments at 614.540.0842 or kcarrson@amppartners.org.

January Operations Statistics

	JV6 Wind Output	Belleville Output	Avg. A/D Hub On-Peak Rate
Jan. 2013	39%	69%	\$36.38 /MWh
Jan. 2012	43%	64%	\$34.37 /MWh
	Fremont Energy Center Output	Blue Creek Wind Output	Napoleon Solar Output
Jan. 2013	64%	46%	11%

*Fremont capacity factor based on 675 MW rating
 *PS capacity factor based on 800 MW rating
 *Solar capacity factor based on 3.54 MW rating

AFEC weekly update

By Craig Kleinhenz – manager of power supply planning

Warmer temperatures this week did little to faze AFEC production. The past seven days saw load factors hovering between 70-82 percent with the weekly average at 78 percent (based on 675 MW).

This high load factor is due to higher overnight prices and lower daytime prices. This results in the plant being dispatched at fairly consistent MW output throughout the day. The plant only saw 13 hours at minimum load and duct burners were only on three hours for the week.

The rest of the time the plant was between min load and max base output levels. AFEC was \$5.48/MWh cheaper than Day Ahead 7x16 prices for the week.

Energy prices close down

By Craig Kleinhenz

Warmer temperatures across the Midwest and East Coast have helped to lower demand for natural gas. This, combined with a smaller than expected withdraw of natural gas from storage, sent both natural gas and electric prices down for the week.

March natural gas prices closed down \$0.12/MMBtu from last week to end at \$3.16/MMBtu. 2014 on-peak electric prices at AD Hub finished down \$0.45/MWh from last week, closing at \$41.08/MWh.

On Peak (16 hour) prices into AEP/Dayton Hub

Week ending Feb. 15

MON	TUE	WED	THU	FRI
\$33.50	\$33.00	\$32.75	\$32.00	\$31.50

Week ending Feb. 8

MON	TUE	WED	THU	FRI
\$41.00	\$35.75	\$33.75	\$37.00	\$35.25

AEP/Dayton 2014 5x16 price as of Feb. 15 — \$41.08

AEP/Dayton 2014 5x16 price as of Feb. 8 — \$41.53

Meeting to cover ins and outs of sustainability reporting

By Julia Blankenship – manager of energy policy and sustainability

Notices were sent out earlier this week regarding AMP’s Sustainability Subcommittee webinar meeting, to be held at 2 p.m. Feb. 27. If you would like to participate and did not receive log-in instructions, please contact me at jblankenship@amppartners.org or 614.540.0840

The meeting will cover information on sustainability reporting, including how often to report, the metrics to use and information display.

Updates on AMP projects and Efficiency Smart, as well as a member roundtable, are on the agenda. For those who were not able to attend the October 2012 meeting in Cleveland, staff will also review the results of last fall’s survey.

AMP’s Sustainability Subcommittee is open to all members, and we welcome your participation. You will need a computer with Internet access and a phone line.

Webinars explain federal issues, impact on public power

By Michael Beirne – assistant vice president of government affairs and publications

Held a week prior to the APPA Legislative Rally, AMP/OMEA will offer webinars at 2 p.m. March 5 and 10 a.m. March 7 on key federal issues.

These calls are open to all members, and would be beneficial whether or not you are planning to attend the Rally.

Please contact Betty Wehrman at 614.540.6413 or bwehrman@amppartners.org with questions, to register for a webinar, or if you did not receive Rally information.

As a reminder, the Rally will take place March 11-13 at the Grand Hyatt Washington in Washington, D.C. We strongly encourage AMP members from all of our member states to attend as it is important for congressional policymakers to hear from the public power community.



News or Ads?

Call Krista Selvage at 614.540.6407 or email to kbselvage@amppartners.org if you would like to pass along news or ads.