## **M**emorandum

To: Mayor & Members of Council
From: Jon Bisher
Subject: General Information
Date: May 31, 2013

#### CALENDAR

**AGENDA** – *City Council* June 3<sup>rd</sup> @ 7:00 pm

#### C. APPROVAL OF MINUTES

▶ May 20, 2013 City Council Meeting Minutes are enclosed

#### E. REPORTS FROM COUNCIL COMMITTEES

- 1. *Parks & Recreation Committee* enclosed is the Majority Report from the May 20<sup>th</sup> meeting
- 2. *Finance & Budget Committee* the Majority Report from the May 28<sup>th</sup> meeting is enclosed.

#### G. INTRODUCTION OF NEW ORDINANCES AND RESOLUTIONS

- 1. **RESOLUTION NO. 025-13** a Resolution to Enter into a Contract with MetalLink Re: Antenna on Water Tower – *will not be ready for this meeting*
- RESOLUTION NO. 026-13 a Resolution to Adopt the Solid Waste Management Plan for the Henry County Solid Waste Management District; and Declaring an Emergency. (Suspension Requested)
- RESOLUTION No. 027-13 a Resolution Authorizing the Expenditure of Funds over \$25,000.00 for the purpose of Sole Sourcing the Material Testing for the Scott Street Improvements Project and Authorizing the City Manager to Enter into a Contract with Bowser-Morner, Inc. for said Testing; and Declare an Emergency. (Suspension Requested)
  - a. We have enclosed a Memorandum from Chad regarding this matter.

#### J. GOOD OF THE CITY

- 1. Recommendation to Lengthen the Season at the Golf Course
  - This recommendation came from the Parks & Rec Committee at their May 20<sup>th</sup> meeting
- 2. Recommendation to Approve the Requested Tuition Assistance for Paramedic Training
  - As read in E.2.; the Finance & Budget Committee made this recommendation at the May 28<sup>th</sup> meeting

- 3. Award of Bid for Ohio Street Sanitary Sewer Replacement Project
  - Chad's enclosed Memorandum shows the bids received and gives his recommendation for award.
- 4. Approval of Plans and Specifications for the Hudson Street Waterline Improvements (CDBG Project)
  - We have enclosed a Memorandum from Chad that gives an overview of the project; this project is partially funded with a CDBG grant.
- The Change Orders in items 5, 6, and 7 are due to completion of each project and the final adjustment of quantities. A Memorandum from Chad is enclosed for each project.
- 5. Approval of Change Order No. 2 (Final) for Sanitary Sewer Improvements from Scott Street East to VanHyning Creek
- 6. Approval of Change Order No. 1 (Final) for the Welsted Water Main Replacement Project
- 7. Approval of Change Order No. 1 (Final) for Indiana Avenue Sanitary Sewer Replacement Project

#### **INFORMATIONAL ITEMS**

- 1. Greg will be out of the office next week and has appointed Christine Peddicord as the Acting Finance Director.
- 2. I have included a Memorandum from Chief Weitzel regarding an operational issue that happened on May 29, 2013.

#### **RELATED ITEMS**

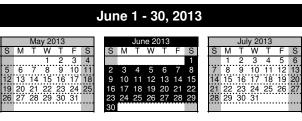
- 1. **CANCELLATION –** *Technology and Communications Committee*
- 2. OML Legislative Bulletin/May 31, 2013

JAB:rd Records Retention CM-11 - 2 Years

#### Monthly Calendar

#### June 1 - 30, 2013

12 19 26



#### Oalendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
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	Board of Public Affairs (BOPA)	Appeals (BZA)				
	7:00 PM Water/Sewer	5:00 PM Planning Commission				
	Committee	Mtg.				
	7:30 PM Municipal	AMP - Bisher				
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16	6:00 PM City TREE Commission Meeting	18	19	20	21	22
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16	6:00 PM City TREE Commission Meeting 7:00 PM City COUNCIL Meeting	18	19	20	21	22
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# City of Napoleon, Ohio

### **CITY COUNCIL**

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

#### MEETING AGENDA Monday, June 3, 2013 at 7:00 PM

- A. Attendance (Noted by the Clerk)
- B. Prayer & Pledge of Allegiance
- C. Approval of Minutes: May 20 (In the absence of any objections or corrections, the minutes shall stand approved.)
- D. Citizen Communication
- E. Reports from Council Committees
  - Parks & Recreation Committee (*Majority Report*) met on Monday, May 20 and recommended:
     a. To approve lengthening the season at the golf course.
  - 2. Finance & Budget Committee (*Majority Report*) met on Tuesday, May 28 and recommended:
    a. To approve the requested tuition assistance for paramedic training
  - 3. Safety & Human Resources Committee did not meet on May 28 due to lack of agenda items.
- F. Reports from Other Committees, Commissions and Boards (Informational Only-Not Read)
  - 1. Civil Service Commission met on Tuesday, May 28 with the following agenda items:
    - **a.** Review Letter from Sgt. Patrick Lannan
    - **b.** Review of Eligible List for Firefighter/Paramedic
    - c. Review of Applicant Qualifications for Police Lt. and Fire Captain Exams
  - 2. Parks & Recreation Board met on Wednesday, May 29 with the following agenda items:a. Discussion and/or Action on Fourth of July Celebration Activities
- G. Introduction of New Ordinances and Resolutions
  - 1. Resolution No. 025-13 Contract with MetaLink re: antennae on water tower
  - 2. Resolution No. 026-13 regarding Solid Waste District Plan
  - **3. Resolution No. 027-13** A Resolution to Sole Source Material Testing for the Scott St Improvements Project and declaring an emergency (Suspension Requested)

#### H. Second Readings of Ordinances and Resolutions

1. **Resolution No. 023-13** A Resolution authorizing the City Manager to enter into a contract with Courtney and Associates for professional services regarding the electric rate and functionalized cost of service study

#### I. Third Readings of Ordinances and Resolutions

There are no third readings of Ordinances and Resolutions.

- J. Good of the City Any other business as may properly come before Council, including but not limited to:
  - 1. Discussion/Action: Recommendation to lengthen the season at the golf course
  - 2. Discussion/Action: Recommendation to approve the requested tuition assistance for paramedic training
  - 3. Discussion/Action: Award bid for Ohio Street Sanitary Sewer Replacement Project
  - 4. Discussion/Action: Approval of plans/specifications for the Hudson Street Waterline Improvements
  - **5. Discussion/Action:** Approval of Change Order #2 Final for Sanitary Sewer Improvements from Scott Street East to VanHyning Creek
  - 6. Discussion/Action: Approval of Change Order #1 Final for Welsted Water Main Replacement Project
  - 7. Discussion/Action: Approval of Change Order #1 Final for Indiana Ave. Sanitary Sewer Replacement Project
- K. Executive Session: To prepare for collective bargaining
- L. 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.)
- M. Adjournment

#### A. Items Referred or Pending in Committees of Council

- 1. Technology & Communication Committee (1<sup>st</sup> Monday) (Next Regular Meeting: Monday, July 1, 2013 @ 8:00 PM – June meeting is canceled.)
- 2. Electric Committee (2<sup>nd</sup> Monday) (Next Regular Meeting: Monday, June 10 @ 6:30 PM)
  a. Review of Electric Billing Determinants
  - **b.** Electric Department Report
  - **c.** Utility Bill Assistance
  - d. Review of Electric Rate Stabilization Program
- 3. Water, Sewer, Refuse, Recycling & Litter Committee (2<sup>nd</sup> Monday) (*Next Regular Meeting: Monday, June 10 @ 7:00 PM*)
  a. Discussion on How to Handle Sanitary Sewer Leads on Upcoming Projects
- 4. Municipal Properties, Buildings, Land Use & Economic Development Committee (2<sup>nd</sup> Monday) (Next Regular Meeting: Monday, June 10 @ 7:30 PM)
   a. Updated Info from Staff on Economic Development (as needed)
- 5. Parks & Recreation Committee (3<sup>rd</sup> Monday) (Next Regular Meeting: Monday, June 17 @ 8:00 PM.)
- 6. Finance & Budget Committee (4<sup>th</sup> Monday) (Next Regular Meeting: Monday, June 24 @ 6:30 PM)
  a. Mayor's Presentation on Spending Plan (Tabled)
- Safety & Human Resources Committee (4<sup>th</sup> Monday) (Next Meeting: Monday, June 24 @ 7:30 PM)
   2013 Regular Meetings with Townships scheduled for July 22, November 25
- 8. Personnel Committee (As needed)

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

#### 1. Board of Public Affairs (2<sup>nd</sup> Monday)

- (Next Regular Meeting: Monday, June 10 @ 6:30 PM)
- a. Review of Electric Billing Determinants
- **b.** Electric Department Report
- **c.** Utility Bill Assistance
- d. Review of Electric Rate Stabilization Program
- 2. Board of Zoning Appeals (2<sup>nd</sup> Tuesday)
  - (Next Regular Meeting: Tuesday, June 11 @ 4:30 PM)
  - a. BZA 13-04 525 Jahns Rd. Front Yard Variance
  - **b.** BZA 13-05 715 Wayne St. Garage Variances

#### **3.** Planning Commission (2<sup>nd</sup> Tuesday)

(Next Regular Meeting: Tuesday, July 9 @ 5:00 PM – June meeting is canceled.)

- **4.** Tree Commission (3<sup>rd</sup> Monday) (Next Regular Meeting: Monday, July 15 @ 6:00 PM - June meeting is canceled)
- 5. Civil Service Commission (4<sup>th</sup> Tuesday) (*Next Regular Meeting: Tuesday, June 25 @ 4:30 PM - canceled*) Special Meeting on Thursday, June 27 @ 6:00 PM
  a. Administer and Grade Exams for the Positions of Police Lt. & Fire Captain

#### 6. Parks & Recreation Board (Last Wednesday) (Next Regular Meeting: Wednesday, August 28 @ 6:30 PM – June & July meetings are canceled.)

- 7. Privacy Committee (2nd Tuesday in May & November) (Next Regular Meeting: Tuesday, November 12 @ 10:30 AM)
- 8. Records Commission (2<sup>nd</sup> Tuesday in June & December) (Next Regular Meeting: Tuesday, June 11 @ 4:00 PM)
- **9.** Housing Council (1<sup>st</sup> Monday of the month after the TIRC meeting) (*Next Meeting: Monday, May 5, 2014 @ 6:30 PM*)
- 10. Health Care Cost Committee (As needed)
- 11. Preservation Commission (As needed)
- 12. Infrastructure/Economic Development Fund Review Committee (As needed)
- 13. Tax Incentive Review Council (As needed)
- 14. Volunteer Firefighters' Dependents Fund Board (As needed)
- 15. Lodge Tax Advisory & Control Board (As needed)

- Board of Building Appeals (As needed)
   ADA Compliance Board (As needed)
   NCTV Advisory Board (As needed)

# City of Napoleon, Ohio CITY COUNCIL Meeting Minutes Monday, May 20, 2013 at 7:00 PM

PRESENT	
Council	John Helberg (President), Jeffrey Lankenau, Travis Sheaffer, James Hershberger,
Council	Patrick McColley, 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	Robert Bennett, Fire Chief
	Chad Lulfs, City Engineer
	Jeff Nicely, Police Patrolman Association
	Jeff Rathge, Operations Superintendent
	Sheryl Rathge, Executive Assistant
	Dan Wachtman, MIS Administrator
	Robert Weitzel, Police Chief
Others	NCTV, News Media, Tom Von Deylen, Glenn Miller, Sheriff Bodenbender, Jascha
	Chiaverini, Mike Kepplinger, Robin Weirauch, Jeff Marihugh, Ken Hawley
ABSENT	
Council	Christopher Ridley (attended via telephone, but did not speak or vote on any issues)
Call To Order	President Helberg called the meeting to order at 7:03 p.m. with the Lord's Prayer
	followed by the Pledge of Allegiance.
Minutes Approved	Minutes of the May 6 regular and special Council meetings stand approved with no
	objections.
	N
Communication	None
Proposal For	Chairman Helberg called the Dispatch Commission to order at 7:05 pm.
Dispatching Services	Sheriff Bodenbender introduced himself and read his proposal for dispatching
Dispatching Services	services (attached). Startup charges were determined with a contingency built into
	the number. First year will be \$165,000.00 and remaining nine years at \$150,000.00
	with an option to renew for another 10 years.
	with an option to renew for another to years.
	Sheaffer said the Sheriff stated that all 911 calls are handled by his office. After
	mapping is complete, will those calls forward automatically to the City if the City
	keeps its own dispatch? The Sheriff responded that forwarding those calls is not
	possible. He believes this could be a Century Link issue.
4	
<b>Dispatch Com Minutes</b>	Minutes from the May 13 Dispatch Commission meeting stand approved.
Presentation Of	President Helberg moved up the agenda to item K.2. Information presented to
Dispatch Info	Council includes the May 13 minutes that were just approved, along with:
-	A. March 6: Dispatch Commission meeting minutes
	B. April 23: Dispatch Commission meeting minutes
	C. April 30: Henry County Sheriff response
	D. May 2: Chief Weitzel's memo re Sheriff response
	E. May 6: Pros/Cons re Public Management Information from CSU
Council Meeting Minutes	1 of 11 5/29/2013

	<ul> <li>F. May 10: Chief Weitzel response to Pros/Cons (E)</li> <li>G. March 2, 1987: HC Enhanced 911Emergency Telephone Number System</li> <li>H. January 10, 2006: HC Enhanced 911Emergency Telephone Number System</li> <li>I. Types of 911</li> </ul>
Motion To Adjourn Dispatch Commission	Motion: Weitzel Second: Behm To adjourn the Dispatch Commission at 7:14 pm
Passed Yea-4 Nay-0	Roll call vote on above motion: Yea-Weitzel, Behm, Helberg, Bisher Nay-
Council Motion To Disband Commission	Motion: Lankenau Second: McColley To disband the Dispatch Commission
Passed Yea-6 Nay-0	Roll call vote on above motion: Yea-Hershberger, Helberg, McColley, Sheaffer, Lankenau, Maassel Nay-
	Helberg asked if the Sheriff or Commissioners had anything else to add. No response.
	Jeff Nicely introduced himself as President of the Napoleon Police Officers Association. He distributed information compiled from Napoleon Police Department (NPD) annual reports (attached). This includes a graph of calls for service. These calls went up 844% from 1989-2012. Nicely detailed reasons for jumps and drops in calls in various years. The City had five dispatchers from 1989-2004. In 2005, they hired a sixth dispatcher due to the number of calls for service. In 2011, from 11am to 7pm there were two dispatchers working at NPD 19% of the time. HCSO also had one dispatcher working so there were three dispatchers working in the county. In 2011, from 7pm to 3am there were two dispatchers for the City 54% of the time and one for the county. Going to a central dispatch means there will be a total of two dispatchers working in the county at any time. The City's level of service is well known. Nicely believes things will go down if we don't keep the same level of service. Nicely submitted the information as part of the record.
	McColley asked Nicely what constitutes a call for service. Nicely said any call where police are dispatched is a call for service. If someone calls requesting information, it is a call for service. Running plates is not a call for service, but a traffic stop is. Helberg asked Sheriff Bodenbender if it is his intent to have two dispatchers on duty. The Sheriff said yes, full-time all the time. Helberg asked if more dispatchers would be added at certain times, like county fair time. Bodenbender said more dispatchers is always a possibility, but it is not part of the plan.
	Sheaffer said if the Sheriff is adding 4-1/2 people, it should cost about \$250,000 based on the cost of our dispatchers. Is the county subsidizing the cost over \$150,000? When will this come back to taxpayers? Bodenbender said they decided to subsidize this because dispatchers serve all of Henry County. Sheaffer asked if taxpayers will pay more in the future. The Sheriff said he doesn't anticipate that happening, but the Commissioners are the ones to ask. Commissioner Von Deylen said this is always a possibility. If the City made the County take over City dispatch, the cost would have been \$250,000. The Commissioners appreciate the City offering to make payment for this service. A contract or memorandum of understanding can be negotiated. There are still questions out there. The Sheriff is comfortable with the

list of 18 items, but some of the issues are still vague to Von Deylen.

McColley asked if the Commissioners would be more likely to go to the taxpayers for a levy if they had to bear the full cost. Von Deylen said they would not have to do that at this time, but they could down the road. Helberg noted that the Commissioners have a 911 equipment levy, but not an operating levy under the 911 system. The operating levy was defeated before. Von Deylen said this hasn't been discussed in at least 6 years, and could be 5-10 years from now.

Lankenau asked how they came up with \$165,000 the first year and \$150,000 for years 2-10. Sheriff said the \$165,000 includes startup costs. Lankenau is not sure \$150,000 is the number. Lankenau asked if the numbers are negotiable. Von Deylen said everything is negotiable. Some things on the list are deal breakers for the Sheriff and some are deal breakers for the City. Union negotiations are private. He asked Hayberger if contract negotiations for something like this can be open. Hayberger said they can be, but this is just a proposal. Von Deylen said the City asked for a proposal. The \$165,000 includes a contingency due to startup costs that are not known.

Hayberger said Council can direct him to establish a proposed agreement if that's what they want. Von Deylen said Judge Rosebrook met with the Commissioners and suggested that she and Hanna and Hayberger get together to discuss some items like bonds and see how other cities/counties do that. Hayberger said we have a number now and we need to put it to paper to see what this is going to look like. Helberg said there is nothing to say yea or nay to at this point. Sheaffer said Council should also consider what we are going to have to keep and how much that will cost. Maassel asked Bodenbender how he handles Tri-County Electric calls. Bodenbender said they make one call to the supervisor, who does the call-down list. Maassel asked if the City's trained dispatchers are eligible for the 4-1/2 positions the Sheriff would fill. Bodenbender said there are many trained dispatchers out there. He would have to weed through the applications.

Helberg asked about the WENS system. Bodenbender said it can be used to notify different groups. We haven't gone live with it yet, but it will send text messages for power outages, etc. to whoever is on call. The calls go to whoever you want them to. You can target the whole county or a few people.

Hershberger said his concern is how we are going to relieve that many dispatchers and where they will go after all of the years they served us. They deserve some amount of respect because they've done a tremendous job. He doesn't want to see them left out in the dark. What do we have to look forward to as a gain if we make this move? The State is looking at doing this sort of thing, but we don't know when that will happen. Should we be so anxious to take action? Helberg said the personnel issue is a big concern for all of us. Part of negotiations can be to get preferential treatment for our dispatchers.

Sheaffer said if NPD dispatch goes down, HCSO is the backup. What is the plan for backup if HCSO dispatch goes down? Bodenbender said the EOC and Malinta are the backups. McColley said one of the proposals was to keep a dispatch station at NPD. Bodenbender said they talked about moving that dispatch station to the EOC.

Mayor Behm said Council has to decide on the different options. Sheaffer brought a proposal. The Sheriff gave one. We will have to hire additional clerks if we eliminate dispatch. We have to decide what direction to go. Hayberger said we have a number,

but don't know what it will look like on paper. Once this is locked down, it can be brought back to Council. Helberg asked who would negotiate this. Hayberger suggested the City Manager. Sheaffer said he has been vocally against this move, but it is not a reflection on the Sheriff or his department. He is impressed with them. Bodenbender said he didn't take it personally.

Jascha Chiaverini said he is a businessman in Napoleon. Council should quit stepping on a dollar to pick up a dime. There are two dispatches functioning now, NPD & HCSO. They should be treated as two separate entities. Chiaverini has a massive amount of inventory. He would sleep better with a backup on top of a backup on top of a backup. \$160,000 isn't a lot of money considering what we have in place now. We need a failsafe so we don't have all our eggs in one basket. Terrorist activity happens. He would like to see two systems up and running instead of one running 200% and that one goes down. He has been listening and talking to the Chief and officers. If it's not broke, why try to fix it? One of the things that brought him to Napoleon is NPD. The Sheriff is doing a great job. Quit shifting the burden onto him. There will be a time element and transition if NPD dispatch moves. Will we suffer during the transition?

Mike Kepplinger introduced himself as a retired Fire Chief from Spencer Township. He asked why Council is putting someone's life in jeopardy with a slower response time. HCSO does 6,000 calls per year. NPD does 12,000 plus Fire is another 1,400 to 1,500. Why pay the sheriff to do 15,000 more calls when he does 6,000 with one dispatch? We have four dispatchers doing a fine job. It would be better for NPD to pick up the Sheriff's 6,000 calls than for HCSO to pick up our 15,000. The HCSO is designed to handle police calls and not fire or EMS. They use a different lingo than fire/EMS. We should keep what we have in place to protect citizens. EMS/Fire is a lifeline to citizens. Dispatchers have to know how to handle calls. Are you willing to take the chance of putting citizens at risk while new dispatchers are learning? It would be better for NPD to pick up HCSO calls so the Sheriff can put his personnel on the street. That would be a better use of City & County money. Why recreate a wheel that is already working and not broken? Kepplinger voted for the Sheriff. He doesn't want to overburden the HCSO system.

Sheriff Bodenbender said we don't document everything like the City does. Our dispatchers dispatch fire/rescue calls every day countywide. They are very good at what they do. Keplinger said, "From what I've learned and listened to and watched throughout the years I've lived here, so is our City. They're doing a fine job. Let's keep them doing what they are doing...Don't put somebody's life in jeopardy for a mistake." McColley asked what constitutes a call for service at HCSO. The Sheriff said it is when someone is dispatched to a call. Calls for information, calls to get a report, and/or pulling a car over are not considered calls for service.

Robin Weirauch asked if there will be a discussion of facts before making a decision and how much weight Council will give to the opinion of the professional they hired to be Police Chief. How can he manage his people and keep them working together as a team? He came up with a formula of dispatchers and officers to complete paperwork. The audit report shows that NPD serves double what their peers do. The ability to orchestrate that should have a lot of weight in decision they are facing. How much is Chief Weitzel's opinion worth? He has been a police officer for most of his life and has done a fine job. Sheaffer added that he built a dispatch center that others are modeling after.

Weirauch asked if the Chief will have any say in governance. There is a different

culture and environment at the Sheriff's office due to their speed and proximity to calls. NPD may be on top of the scene before the crime is done. The teamwork with dispatchers and officers can't be dismissed lightly. It isn't like plugging a part into another machine. The Chief's hands will be tied if the portion that keeps officers efficient and safe is separated. Please consider this.

Jeff Marihugh said he anticipates that dispatching utilities, snow removal, etc. with one call is not going to work. It is important that the standby guy be able to show up and start on his first and second priority tasks. NPD must have a clerk to dispatch or someone there in the middle of the night to get people out when they are needed. The current dispatch center makes sure enough people are in for emergencies.HCSO hasn't dealt with this. There are electrical customers, home services, many miles of waterline, millions of dollars of underground and overhead infrastructure. Council will be penny wise and dollar foolish if they endanger this. He hopes Council will put weight on these types of issues. Turning a blind eye would be a great disservice.

Bisher said it is not Council's responsibility to make that work. He has to put a number on it. It is not an option to get to it when we can get to it. A number is needed for dollar cost. We may have to add an alternative system to the formula. Marihugh said Council should put great stead in Bisher's years of experience.

Helberg said there have been extreme advances in technology with SCADA systems, etc. since Marihugh retired. The WENs program is one of them where the supervisor can set up the computer that we would have done anyway. McColley said we are not reinventing the wheel here. Many cities did this before us. It worked for some and not others. We have to explore and evaluate and make a decision on those items. He thanked Marihugh for his input.

Ken Hawley said Council should do what is best for the City as far as cost. Please don't go back to the audit and their dollar amount. Their golf course number was wrong. Helberg said the audit number (\$324,000) was wrong for this item. The number in our budget this year is actually about \$360,000 without overtime. Helberg said if this were to happen, we would like Bisher to negotiate the terms with the Sheriff. Hayberger said we have to compare options. There is this option, Sheaffer's option and there was also another option in the performance audit. Bisher said before we move forward with this, we must negotiate with the people who have a contract now once Council makes a decision. Helberg said we have to do the "what ifs" before we know where we are going.

Hayberger asked for clarification on what line items Council wants negotiated: final dollar amount, 10 year, 5 year, 1 year, etc., definition of services. Helberg said we would need our cost to cover items HCSO will not cover. Hayberger said when the contract comes back, it will be one component of the larger scheme. Helberg asked if a timeline is needed. Mayor Behm requested something to review in the way of options by the next Council meeting. Hayberger said Jay Hanna and himself will be the ones to put together conditions that Dr. Bisher approves of. He can try to get something back in two weeks, but he is just one party of the dance. He can only go as far as his partner. Mayor Behm said the decision should be made ASAP. Dispatchers are dealing with a lot of stress.

Motion To Direct City Mgr To Negotiate With County Motion: Lankenau Second: Maassel To direct the City Manager to begin negotiating with the county to see what a proposed contract looks like

McColley said we will discuss more of these issues as we go on. There are many issues and we probably touched 5 out of 40. Passed Roll call vote on above motion: Yea-5 Yea - Hershberger, Helberg, McColley, Lankenau, Maassel Nay-1 Nay - Sheaffer Mayor Behm said we are trying to find ways to save money. \$165,000 is not nothing. We are asking residents to pay more as we try to figure out where to come up with money. We lost \$400,000 due to death tax being taken away and \$200,000 before that due to State reductions to the City. We are under findings & orders and have to come up with money to complete EPA projects. There are a lot of streets that haven't been touched. We have a big burden to find ways to come up with extra money to pay for projects so we don't raise rates and chase people out of town. At the end of last year, people on one street had to live with brown water until January when we got to the next budget year to have money to replace a pipe. The amount needed was about \$130,000. This is why he asked for the performance audit. Golfers were unhappy about us trying to do anything with the golf course and said it was only \$100,000. There are tough decisions to be made. McColley explained how State cuts in the kilowatt hour tax affect water and sewer rates. We don't want to raise water/sewer rates. We need to put money back where it belongs and keep utility rates as low as possible. Sheaffer said the State is not our friend. They cut local government funds while sitting on billions of dollars in excess funds. He encouraged everyone to call their State legislators. Helberg said all of this relates to dispatch because of the lack of funds. Weirauch said she pays taxes in the City, but cannot vote on Council. She asked Council to be mindful of the beauty of the audit report in finding out what good the City is doing, how efficient NPD and others are being, and how much bang for your buck you are getting. The City is getting double capacity from NPD due to their efficiency, teamwork and leadership. Many hidden costs won't show up in black & white on paper. Don't dismantle or reduce services due to looking for dollars. Kepplinger said if Council decides to consolidate, they should consider a contingent plan if they have to bring it back. There will be a cost to re-setup a dispatch center. Nothing is foolproof. It would be taking a gamble that the Sheriff can produce what he says on paper. The cost to bring it back could be more than what you think you will save. Is it worth saving a dollar with lives of citizens at risk? Chiaverini said his new alarm system didn't work properly a few weeks ago. He could lose over \$500,000 if law enforcement doesn't respond appropriately. We have a great Sheriff and Police Chief and a reasonable police department. Losing them scares him. He helped set up communications through NPD. He wouldn't mind spending \$200,000 to get something in return, but he would rather see that extra money marrying the two operations together. Communication is the word. If we need help, we want to get it now. We don't want to depend on another City. Helberg moved the agenda to item F. Reports from Committees. The Technology & Communication Committee did not meet on Monday, May 6 due **Reports From Committees** to lack of agenda items. The Electric Committee met on Monday, May 13 and recommended approval of

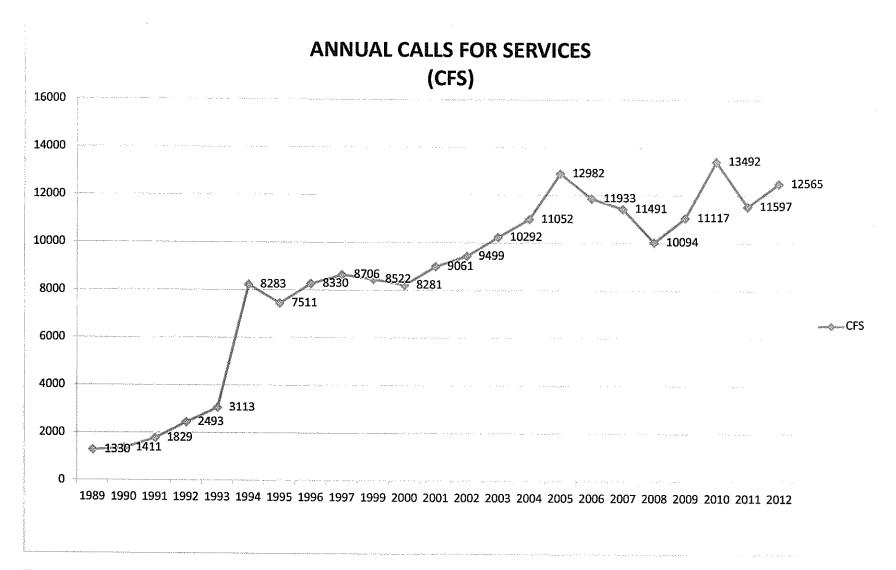
	May electric billing determinants.
	The Water, Sewer, Refuse, Recycling and Litter Committee and Municipal Properties, Buildings, Land Use and Economic Development Committee did not meet on May 13 due to lack of agenda items.
Introduction Of Resolution No. 021-13	President Helberg read by title Resolution No. 021-13 A Resolution authorizing a Community Reinvestment Area agreement between MWA Enterprises, Ltd. and the City of Napoleon, Ohio within Napoleon CRA #7 which includes a payment in lieu of taxes; and declaring an emergency
Motion To Approve First Read	Motion: LankenauSecond: SheafferTo approve first read of Resolution No. 021-13
Discussion	Hayberger said Rob McColley presented everything to Council regarding this CRA agreement. It has an emergency clause because Council is the last component to get the ball rolling. Nothing has changed since this was presented. Hayberger requested suspension.
Motion To Suspend The Rule	Motion: Lankenau Second: Sheaffer To suspend the rule requiring three readings
Passed Yea-6 Nay-0	Roll call vote on above motion: Yea- Hershberger, Helberg, McColley, Sheaffer, Lankenau, Maassel Nay-
Passed Yea-6 Nay-0	Roll call vote to pass Resolution No. 021-13 under suspension of the rule Yea- Hershberger, Helberg, McColley, Sheaffer, Lankenau, Maassel Nay-
Introduction Of Resolution No. 022-13	President Helberg read by title Resolution No. 022-13 A Restated Resolution authorizing Ohio Police and Fire Pension Fund (OP&F) "pick-up" or pre-tax contributions (fire department); and declaring an emergency
Motion To Approve First Read	Motion: Sheaffer Second: Hershberger To approve first read of Resolution No. 022-13
Discussion	Heath said this issue was brought up from police & fire pension systems. Resolution No. 024-13 has been added tonight. After the agenda was published we realized we needed one piece of legislation for police and one for fire. The City has had a pre-tax pickup plan for a number of years. The pension systems want a new resolution listing the percentage individuals must pick up. This was also done in 2004. This is for pre-tax deductions. It is a taxation issue. The City pays no more money. There is no net appropriation by the City or budgetary impact negative or otherwise. Bisher said there is no impact for this piece of legislation, but it is also true that these individuals are picking up more now than they did in the past. Hayberger said this legislation must be in place by the first pay period of July.
Motion To Suspend The Rule	Motion: Lankenau Second: Hershberger To suspend the rule requiring three readings
Passed Yea-6	Roll call vote on above motion: Yea- Hershberger, Helberg, McColley, Sheaffer, Lankenau, Maassel
	7 of 11 5/00/2012

Nay-0	Nay-	
Passed Yea-6 Nay-0	Roll call vote to pass Resolution No Yea- Hershberger, Helberg, McCol Nay-	b. 022-13 under suspension of the rule ley, Sheaffer, Lankenau, Maassel
Introduction Of Resolution No. 023-13	City Manager to enter into a contra	olution No. 023-13 A Resolution authorizing the ct with Courtney and Associates for professional and functionalized cost of service study
Motion To Approve First Read	Motion: McColley To approve first read of Resolution	Second: Maassel No. 023-13
Discussion		of service study for 5-6 years. We have to do it to y. He explained the monthly billing determinants
Passed Yea-6 Nay-0	Roll call vote on above motion: Yea- Hershberger, Helberg, McCol Nay-	ley, Sheaffer, Lankenau, Maassel
Introduction Of Resolution No. 024-13		Resolution No. 024-13 A Restated Resolution ension Fund (OP&F) "pick-up" or pre-tax and Declaring an Emergency
Motion To Approve First Read	Motion: Sheaffer To approve first read of Resolution	Second: Maassel No. 024-13
Discussion	Heath said this is the other piece of	legislation for the police pension fund.
Motion To Suspend The Rule	Motion: Lankenau To suspend the rule requiring three	Second: Sheaffer readings
Passed Yea-6 Nay-0	Roll call vote on above motion: Yea- Hershberger, Helberg, McCol Nay-	ley, Sheaffer, Lankenau, Maassel
Passed Yea-6 Nay-0	Roll call vote to pass Resolution No Yea- Hershberger, Helberg, McCol Nay-	o. 024-13 under suspension of the rule ley, Sheaffer, Lankenau, Maassel
No 2 <sup>nd</sup> Or 3 <sup>rd</sup> Readings	There were no second or third read	ings of Ordinances and Resolutions.
GOOD OF THE CITY Discussion/Action		
Motion To Approve Billing Determinants	as follows: Generation Charge: Residential @ @ \$.04769; Industrial @ \$.04769;	Second: McColley approval of May electric billing determinants \$.07345; Commercial @ \$.08864; Large Power Demand Charge Large Power @ \$12.27; Cost: JV2 @ \$.04194; JV5 @ \$.04194
Passed Yea-6	Roll call vote on above motion: Yea- Hershberger, Helberg, McCol	
Council Meeting Minutes	8 of 11	5/29/2013

Nay-0	Nay-
MMD&H Petro TIRC Agreement	Helberg said Rob McColley recommended continuing the MMD&H Petro TIRC agreement.
Motion To Approve	Motion: LankenauSecond: SheafferTo continue the TIRC agreement with MMD&H Petro
Passed Yea-6 Nay-0	Roll call vote on above motion: Yea- Hershberger, Helberg, McColley, Sheaffer, Lankenau, Maassel Nay-
Plans/Specs For Hudson Street Waterline Imp	Bisher said we are not ready for the Hudson St. Waterline Improvement project plans/specs yet. Hayberger said we had our specs ready, then found out Maumee Valley must do the specs since it is a community development block grant project.
<i>Review of Electric Rate Stabilization</i> To Electric & BOPA	President Helberg assigned <i>Review of Electric Rate Stabilization Program</i> to the Electric Committee and BOPA.
<u>Good Of The City</u> (Cont.) Heath	Heath said the NPDES permit regarding Campbell Soup is posted on the City's bulletin board as requested. It was in the Council packet.
	Heath included a memo in the packet regarding Revenue Zone Economic Development bonds. They were issued a couple years ago. They are taxable bonds, but we received a 45% credit as part of the stimulus plan. It was noted prior to purchase that these amounts are subject to continued approval. That subsidy was reduced by 8.7% due to the sequester, which is a reduction of \$6,943.74. We have to come up with that. This amount will be in the second quarter budget adjustments. If they cut all subsidies, we will have to come up with additional dollar amounts.
	Heath said he included a letter from the Auditor of State regarding an SEC statement that a public utterance by a Harrisburg city official in his State of the City address contributed to the city's misrepresentation of its financial condition. Heath said a negative spin is taken as a factual presentation. Words do mean things. Be careful what you say as a public official.
	Heath received notification that MV Residential Development, LLC is applying for money to do renovations to Glen Arbors Apartments. He posted this as requested and included it in the packet.
Maassel	Maassel – no items
Hershberger	Hershberger – no items
Helberg	Helberg asked where we are at with Scott St. Bisher said there is no schedule yet.
Mayor Behm	Mayor Behm requested an Executive Session to prepare for collective bargaining matters.
McColley	McColley –no items

Sheaffer	Sheaffer – no items
Lankenau	Lankenau – no items
Hayberger	Hayberger – no items
Bisher	Bisher said ODOT is working on the bridge. Traffic is very congested at 3:00 pm due to school dismissal and Campbells.
	Bisher requested that <i>Tuition Assistance for Paramedic Certification</i> be referred to the Finance & Budget Committee. Three people are asking for this assistance and there is not enough money in the account to cover them. The Committee can talk about whether to raise the amount or how to split the money up. This cost is \$6,800 for two people and \$2,800 for one since she is a nurse already. Helberg assigned <i>Tuition Assistance for Paramedic Certification</i> to the Finance & Budget Committee. Helberg asked if there is money elsewhere in the budget for this. If so, it can be done under budget adjustments.
	Bisher requested an executive session for acquisition of property. He asked that Tom Zimmerman be included in this session.
	Hershberger said anyone wanting to participate in the Memorial Day Parade on 5/27 should call Larry Adams at 419-966-6192.
Approval Of Bills	Maassel reviewed the bills and found no concerns. Bills and reports stand approved as presented with no objections.
Motion To Go Into Executive Session	Motion: Lankenau Second: McColley To go into Executive Session to discuss acquisition of property
Passed Yea-6 Nay-0	Roll call vote on above motion: Yea- Hershberger, Helberg, McColley, Sheaffer, Lankenau, Maassel Nay-
Motion To Go Into Executive Session	Motion: Maassel Second: Lankenau To go into Executive Session to prepare for collective bargaining matters
Passed Yea-6 Nay-0	Roll call vote on above motion: Yea- Hershberger, Helberg, McColley, Sheaffer, Lankenau, Maassel Nay-
Into Executive Session	Council went into Executive Session at 8:45 p.m.
Motion To Come Out Of Executive Session	Motion: Sheaffer Second: Lankenau To come out of Executive Session
Passed Yea-6 Nay-0	Roll call vote on above motion: Yea- Hershberger, Helberg, McColley, Sheaffer, Lankenau, Maassel Nay-
Out Of Exec. Session	Council came out of Executive Session.at 9:38 pm. President Helberg reported that discussions were regarding acquisition of property with no action taken, and preparing for collective bargaining matters with no action taken.

Safety & HR Meeting Canceled	Hershberger canceled the Safety due to lack of agenda items.	& Human Resources meeting for Tuesday, May 28
Motion To Adjourn	Motion: Lankenau To adjourn the meeting.	Second: Sheaffer
Passed Yea –6 Nay -0	Roll call vote on above motion: Yea- Hershberger, Helberg, McC Nay-	Colley, Sheaffer, Lankenau, Maassel
Adjournment	Meeting adjourned at 9:39 p.m.	
Approved:	John A. Helberg, Council Preside	ent
June 3, 2013	Ronald A. Behm, Mayor	
	Gregory J. Heath, Finance Direct	tor/Clerk of Council

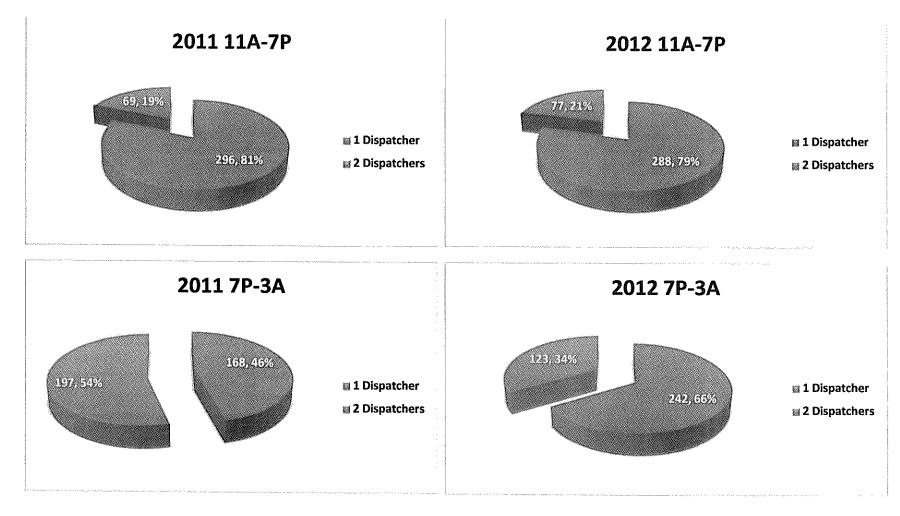


From 1989 to 2012 there was an increase in calls for service of more than 844%.

Records from 1998 were uncertain, so that year was eliminated from the graph.

**Napoleon Police Department** 

#### **DISPATCH PERSONEL AS PERCENTAGE OF A FULL YEAR**



City of Napoleon, Ohio

## Parks & Recreation Committee

## **Majority Report**

The Parks & Recreation Committee met on Monday, May 20, 2013, and recommended:

**a.** That Council approve lengthening the season at the golf course.

Patrick McColley, Chair

Travis Sheaffer, Committee

Jeffrey Lankenau, Committee

City of Napoleon, Ohio

# Finance & Budget Committee

# Majority Report

The Finance & Budget Committee met on Tuesday, May 28, 2013 and:

- **a**. Recommended that Council approve the requested tuition assistance for paramedic training;
- b. Mayor's Presentation On Spending Plan remained tabled.

Chris Ridley, Chair

John Helberg, Committee

Jason Maassel, Committee

Mayor Ronald Behm, Committee

#### **RESOLUTION NO. 026-13**

#### A RESOLUTION TO ADOPT THE SOLID WASTE MANAGEMENT PLAN FOR THE HENRY COUNTY SOLID WASTE MANAGEMENT DISTRICT; AND DECLARING AN EMERGENCY

**WHEREAS**, the City of Napoleon is located within the jurisdiction of the Henry County Solid Waste Management District ("District");

**WHEREAS**, the District Policy Committee prepared and adopted a final draft of the Solid Waste Management Plan in accordance with Ohio Revised Code Sections 3734.53, 3734.54, and 3734.55;

**WHEREAS**, the District has provided a copy of the Draft Final Solid Waste Management Plan for ratification to each of the legislative authorities of the District;

**WHEREAS**, the City of Napoleon must decide whether it approves of said Solid Waste Management Plan within ninety days of receipt (June 1, 2013 – August 29, 2013) of the Final Draft Plan; now therefore,

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

Section 1. That, the City of Napoleon either:

a. \_\_\_\_\_ approves the District Solid Waste Management Plan; or,

b. \_\_\_\_\_ disapproves the District Solid Waste Management Plan

Section 2. That, if the plan is ratified (60% approval by local jurisdictions, county commissioner approval and City of Napoleon approval), the parties agree to pass any and all lawful and appropriate resolutions and ordinances, and to do all things necessary and proper to authorize and allow for the lawful implementation of the contingent funding and the supplemental funding portions of the plan when if the contingencies manifest; and,

Section 3. The Clerk is hereby directed to send the District a copy of this Resolution to the attention of Mr. Michael Imbrock, District Coordinator, Henry County Solid Waste Management District, PO Box 96, Malinta, OH, 43535; and,

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

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

Section 6. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City

and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to comply with the deadline; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law.

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. 026-13 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

Mike Imbrock, Coordinator (419) 256-7343 (phone & fax) web: henrycountylitter@bright.net Henry County Solid Waste Management District

Henry County Landfill L-622 Twp Rd. 11 PO Box 96 Malinta, OH 43535

May 27, 2013

Mayor Ronald Behm City of Napoleon 255 W Riverview Napoleon, OH 43545

Dear Mayor Behm:

#### Re: Henry County Solid Waste Management District (District) Solid Waste Management Plan Update Ratification

Dear Trustees:

Enclosed you will find a copy of the draft Solid Waste Management Plan for the Henry County Solid Waste Management District (District). The development of the solid waste plan is a requirement of Ohio law. Every solid waste management district in Ohio must periodically revise and update their solid waste management plan.

As required by Ohio law, the District prepared a draft solid waste plan and submitted to Ohio EPA for their initial review on October 31, 2012 and received comments and suggestions from Ohio EPA on December 14, 2012. After making changes to the solid waste plan per Ohio EPA comments, the District held a thirty day public comment period from April 1, 2013 to April 30, 2013 and a public hearing was held on May 3, 2013 for interested residents, businesses or political jurisdictions to provide comments on the Plan Update. No comments were received during this process. On May 3, 2013, the District's Policy Committee adopted the Plan Update. Once the Policy Committee adopts the Plan Update, Ohio law requires the District to deliver a copy to the County Commissioners and the legislative authority of each municipal corporation and township that are under the District's jurisdiction for their approval.

Enclosed you will find the entire solid waste plan and all appendices on a computer disk. The plan documents are presented in PDF format and will require the latest version of Adobe Reader in order to open the documents. You can go to the following web address to obtain a free copy of the latest Adobe PDF Reader at: <u>http://get.adobe.com/reader/otherversions</u>. Also attached is a short summary of the solid waste plan that should be distributed to all voting elected officials.

The District has chosen the ratification period to be: June 1, 2013 until August 29, 2013. Within ninety days of receiving a copy of the draft plan, the Board of County Commissioners and the legislative authority of each municipal corporation and township in the District shall approve or disapprove the draft plan by ordinance or resolution to the District. The District determines that the Plan has been ratified when a combination of municipal corporations and townships with a combined population comprising 60 percent of the District has approved the Plan. That combination must include the approval of the County Commissioners and the municipal corporation having the largest population within the District (City of Napoleon).

Because of the 90 day timeframe, which cannot be extended, we would appreciate your immediate attention to this request. Failure to vote is treated like a no vote for the ratification process.

A sample resolution is attached for your convenience. Any resolution used by your political subdivision must follow the language listed in the sample document. Please mail your resolution or ordinance approving or disapproving the Plan to (a self addressed and postage paid envelope has been included for your convenience):

Mr. Michael Imbrock District Coordinator Henry County Solid Waste Management District P.O. Box 96 Malinta, OH 43535

#### Phone/Fax: (419) 256-7343 Email: henrycountylitter@bright.net

We look forward to hearing from you between June 1, 2013 and August 29, 2013. Resolutions approving or disapproving the plan enacted outside of the time period stated above cannot be counted toward the ratification of the solid waste plan. Please do not hesitate to contact me if you have any questions regarding the ratification process or the solid waste plan update document. Thank you.

Sincerely

Michael Imbrock District Coordinator

Enclosure

#### **RESOLUTION NO. 027-13**

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OVER TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) FOR THE PURPOSE OF SOLE SOURCING THE MATERIAL TESTING FOR THE SCOTT STREET IMPROVEMENTS PROJECT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BOWSER-MORNER, INC. FOR SAID TESTING, AND DECLARING AN EMERGENCY

**WHEREAS**, as part of the City of Napoleon's Scott Street Improvement Project and as required by the grant with ODOT, there must be material testing conducted; and,

WHEREAS, the City has sent requests for proposals to three companies, one company declined to submit a proposal, one company submitted a proposal with only a fee schedule, and the third company, Bowser-Morner Inc., submitted a detailed proposal; and

**WHEREAS,** the subject matter is too nebulous to accurately prepare the standard bid documents; and

**WHEREAS**, the City Engineer has reviewed all submittals and has recommended contracting with Bowser-Morner Inc. for the required material testing; and,

**WHEREAS**, it is in the best interest of the City of Napoleon to eliminate the necessity for competitive bidding; **Now Therefore**,

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

Section 1. That, Council for the City of Napoleon authorizes the expenditure of funds in excess of \$25,000.00 to conduct the required materials testing for the Scott Street Improvements Project.

Section 2. That, Council finds it to be in the best interest of the City to eliminate the necessity for competitive bidding.

Section 3. That, the City Manager is authorized to enter into a Contract with Bowser-Morner Inc. to conduct the materials testing for the Scott Street Improvements Project.

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

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

Section 6. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the

earliest possible time keep the Scott Street Improvements Project on schedule and allow for reimbursement from ODOT which would effect the public peace, health or safety accessible to our citizens; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law.

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. 027-13 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

#### **SUMMARY TO RESOLUTION 027-13**

# (PURSUANT TO ARTICLE II, SECTION 2.15 OF THE CITY CHARTER, CHAPTER 121 OF THE CODE OF ORDINANCES AND COUNCIL RULE 6.2.4.1, AS WELL AS APPLICABLE PROVISIONS OF ORC CHAPTER 731)

#### NOTICE

A copy of the complete text of Resolution 027-13 is on file in the office of the City Finance Director and may be viewed or obtained during business hours of 7:30 AM to 4:00 PM, Monday through Friday, at the office of the Finance Director, the location being 255 West Riverview Avenue, Napoleon, Ohio. A copy of all or part of Resolution 027-13 or any item mentioned in this notice may be obtained from the City Finance Director upon the payment of a reasonable fee therefore.

**Resolution 027-13** 

#### A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OVER TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) FOR THE PURPOSE OF SOLE SOURCING THE MATERIAL TESTING FOR THE SCOTT STREET IMPROVEMENTS PROJECT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BOWSER-MORNER, INC. FOR SAID TESTING, AND DECLARING AN EMERGENCY

In this legislation the City of Napoleon determines that it is in the best interest of the City to eliminate the necessity of competitive bidding and to authorize the City Manager to enter into a contract with Bowser-Morner, Inc. to conduct the materials testing for the Scott Street Improvements Project. This Summary was approved as to form and correctness by Trevor M. Hayberger, Law Director.



# 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
сс:	Mayor & City Council
	Greg Heath, City Finance Director
Date:	June 6, 2013
Subject:	Scott Street Improvements (PID 86846)
	Material Testing Sole Source Recommendation

As part of the grant agreement for the above referenced project, the City of Napoleon is required to perform material testing, both laboratory and on site testing. City personnel do not have the proper credentials to perform the required testing.

I recently contacted three (3) material testing firms in our area. The first company I contacted did not have enough available staff to provide the services we required. The second company submitted a per-test fee schedule. Bowser-Morner submitted an itemized breakdown of the testing required, as well as the cost of this testing. Also, Bowser-Morner employs an individual that resides in the City of Napoleon. This will save on travel time and mileage costs.

Having reviewed the proposals, it is my recommendation to sole source the material testing to Bowser-Morner, Inc. Although a definitive price cannot be determined at this time due to the dynamic scope of a construction project, the cost is expected to be between \$25,000.00 and \$50,000.00. Per discussions with the O.D.O.T., these costs can be submitted for partial reimbursement under the grant agreement.

CEL

#### **RESOLUTION NO. 023-13**

#### A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH COURTNEY AND ASSOCIATES FOR PROFESSIONAL SERVICES REGARDING THE ELECTRIC RATE AND FUNCTIONALIZED COST OF SERVICE STUDY

**WHEREAS**, the City of Napoleon does, from time to time, update and review its Electric Rate and Functionalized Costs of Service Study; and,

**WHEREAS**, this review of Electric Rate and Functionalized Costs of Services is helpful for creating fair and equitable utility rates; and,

**WHEREAS**, the City is now desirous of contracting with Courtney and Associates for their professional services to conduct the Electric Rate and Functionalized Costs of Service Study update, 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 a contract with Courtney and Associates for their professional services regarding the Electric Rate and Functionalized Costs of Service Study update.

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 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. 023-13 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

#### AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (this "Agreement"), made as of \_\_\_\_\_\_, 20\_\_\_\_, 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:	Electric Rate and Functionalized Cost of Service Study
City Contract No.	2013-09
City Contact: Address:	<i>Jon A. Bisher</i> 255 W. Riverview Avenue P.O. Box 151 Napoleon, Ohio 43545-0151
Consultant: Contact: Address:	Courtney & Associates John T. Courtney (Project Manager) 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 <u>Scope of Services; Applicable Law.</u> 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 <u>Project Budget.</u> The total amount available for the completion of the requested services within this Project is **Twenty Thousand Dollars** (**\$20,000.00**) (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 <u>Timeliness; Standard of Care.</u> 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 <u>Personnel.</u> 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 <u>Non-Discrimination</u>. 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.
- Consultants. The Consultant may provide services through one or more <del>1.1.6</del> Subconsultants employed by the Consultant (the "Subconsultants"), provided, however, the Consultant shall remain responsible to the City for all duties and obligations of the Consultant under this Agreement. Unless waived or otherwise modified by the City upon written request of the Consultant, no Subconsultant shall be retained without the approval of the City or upon terms inconsistent with this Agreement. The Consultant shall provide the City with the names and qualifications of any proposed Subconsultant, together with a description of the services to be provided by such Subconsultant for approval. Once approved by the City, the identity of any Subconsultant and the extent of such Subconsultant's participation in performing the Consultant's services shall not be altered without the written consent of the City. Upon the request of the City, the Consultant shall terminate the employment of any Subconsultant. The City may communicate with any Subconsultant either through the Consultant directly with the Subconsultant, with notice to the Consultant.
- 1.1.7 <u>Ethics Laws</u>. 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 <u>Limitation of Authority.</u> 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 <u>Approval or Disapproval of Consultant's Services.</u> 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 <u>General</u>

The Consultant shall provide the Basic Services to this project as 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 <u>General</u>

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 <u>Required Actions.</u> 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 <u>Notification</u>. 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 <u>Compensation</u>. 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 **Twenty-Thousand** (\$20,000.00) 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 <u>Insurance</u>

- 6.1.1 <u>Casualty Insurance</u>. 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.
- 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 <u>Certificates.</u> 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 <u>Indemnification</u>
  - 6.2.1 <u>Indemnification by Consultant Generally.</u> 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 <u>Intellectual Property Indemnification.</u> 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 <u>Paragraphs</u> 6.2.1, 6.2.2 and this 6.2.3 shall survive termination of this Agreement.

#### ARTICLE 7 DISPUTE RESOLUTION PROVISIONS

- 7.1 <u>Mediation</u>. 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 <u>Notice and Filing of Requests.</u> 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 <u>Request Information.</u> 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 <u>Meeting With Authorized Representative.</u> 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 <u>Appeal To City Council.</u> 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 <u>Delegation</u>. 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 <u>Performance.</u> 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 <u>Termination of Agreement</u>
  - 8.1.1 <u>Means of Termination.</u> 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 <u>Consultant's Remedies Upon Termination by City Without Cause or Termination</u> <u>by Consultant.</u> 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 <u>Consultant's Remedies Upon Termination by City for Cause</u>. 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 payment of Reimbursable Expenses in writing to the payment of Reimbursable Expenses incurred after that date.
- 8.1.4 <u>Consultant's Remedies Upon Termination by Mutual Consent.</u> 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 <u>Post-Termination Matters.</u> 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 <u>Remedies</u>

- 8.2.1 <u>Cumulative Remedies.</u> 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, 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 <u>Remedies Not Waived.</u> 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

- Property Of City. Documents prepared by, or with the cooperation of, the 9.1.1 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 <u>Consultant's Intellectual Property.</u> 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 <u>Public Relations</u>

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 <u>Records</u>

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 <u>Entire Agreement.</u> This Agreement represent the entire and integrated agreement between the City and the Consultant and supersede all prior negotiations, representations or agreements, either written or oral.
  - 9.5.2 <u>Amendments.</u> 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 <u>Multiple Counterparts.</u> 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 <u>Captions.</u> 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 <u>Precedence.</u> If there are any inconsistencies between the provisions of the Contract Documents and the provisions of the Announcement of this Agreement, the provisions of the Contract Documents shall prevail.
  - 9.5.6 <u>Conditions To Validity.</u> 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 <u>Conflict.</u> In the event of conflict between this Agreement provisions, Article 1 thru 9 and Appendix B, said Article 1 thru 9 shall prevail.
- 9.6 <u>Governing Law</u>
  - 9.6.1 <u>Law Of Ohio.</u> 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 <u>Capitalized Terms.</u> 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 <u>Notices</u>
  - 9.7.1 <u>Addresses.</u> 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 <u>Additional Notices.</u> A copy of all notices, certificates, requests or other communications to the City shall be sent to the Authorized Representative.
- 9.7.3 <u>Electronic Transmission.</u> For convenience of communication only, notices, certificates, requests or other communications hereunder of fewer then 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 <u>Emergencies.</u> 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 <u>Change Of Address.</u> 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 <u>Severability</u>

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:* Electronic Rate and Functionalized Cost of Service Study Contract No. 2013-09 Agreement With: Courtney & Associates

#### Certificate of Fiscal Officer

The undersigned, being the Finance Director of the City of Napoleon, Ohio, hereby certifies that in the case of this continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

by:\_\_

Gregory J. Heath Finance Director

#### **APPENDIX A**

#### **COMPENSATION OF CONSULTANT**

- A1.) <u>Standard Billing Rate</u>
  - A1.1) <u>Standard Billing Rate</u>. Consultant shall be compensated for services provided in connection with this project at Consultant's standard billing rates set for in Attachment A in an amount Not to Exceed Twenty Thousand (\$20,000.00) Dollars. The rates set for in Attachment A may only be modified by mutual written agreement of the parties.
  - A1.2) <u>Subconsultant Costs.</u> 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) <u>Records</u>. 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) <u>Limit</u>. The Consultant and its Subconsultant shall use all reasonable means to minimize employees' time devoted to performing services under this Agreement.
- A2.) <u>Reimbursable Expenses</u>
  - A2.1) <u>Definition</u>. Except as provided in this attached Proposal, Reimbursable Expenses means actual expenditures with no markups, incurred by the Consultant or its Subconsultants in the interest of the Project approved by the City for travel expense other than for community 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) <u>Limits</u>. The Consultant shall use all reasonable efforts to minimize Reimbursable Expenses.
  - A2.3) <u>Reimbursable Expenses Prohibited.</u> Reimbursable expenses will only be permitted when related to an additional service request.
- A3.) Basis of Compensation
  - A3.1) <u>Basic Fee</u>. 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) <u>Additional Fees</u>. 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) <u>Extent of Basic Fee</u>. 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, general operating expenses of the Consultant's principal office, branch offices and the field 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) <u>Total Compensation</u>. 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) <u>Basic Fee</u>. 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) <u>Additional Fees, Reimbursable Expenses</u>. 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) <u>Payments by Consultant</u>. 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) <u>Compensation for Extension of Project Time</u>. 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.

## City of Napoleon Parks and Recreation Department

255 West Riverview Avenue Napoleon, Ohio 43545 (419) 592-4010 (419) 592-8955 (fax) tcotter@napoleonohio.com

## Memorandum

To:	Jon A. Bisher, City Manager
From:	Tony Cotter, Director of Parks and Recreation
Date:	Friday, May 17, 2013
Subject:	Golf Course Season Date Extension Revenue Estimate

Per the request of City Council, the following represents projected revenue gleaned and the additional labor expenses at the Golf Course if the season were to be lengthened. The season dates proposed would be from March 15<sup>th</sup> - Nov. 15<sup>th</sup>.

	<u>Weekday</u> <u>Greens Fees</u>	<u>Weekend</u> <u>Greens Fees</u>	Cart Rental	<u>Total</u>	<u>½ Month</u> <u>Avg.</u>	
Apr. 2012	\$1,695	\$1,336	\$1,775	\$4,806	\$2,403	
Apr. 2011	\$779	\$592	\$438	\$1,809	\$905	
Apr. 2010	\$2,757	\$1,899	\$4,777 \$9,433		\$4,716	
3 Yr. Avg. (Apr)					\$2,675	
Oct. 2012	\$1,809	\$1,470	\$249	\$3,528	\$1,764	
Oct. 2011	\$658	\$330	\$48	\$1,036	\$518	
Oct. 2010	\$1,845	\$1,338	\$417	\$3,600	\$1,899	
3 Yr. Avg. (Oct)					\$1,393	
Revenue Estimate (additional days)					\$4,068*	

#### Sales History – Greens Fees and Cart Rentals

\* Revenue estimate does not include concession, supplies, and other potential sales

#### Labor Cost – Clubhouse Staff

	<u>No. of Days</u>	<u>Avg. Hours</u>	<u>Avg. Hourly</u>	<u>Expense</u>
	<u>Worked</u>	Work/Day	<u>Rate</u>	<u>Total</u>
Clubhouse Attendant	30	8	\$9.75	\$2,340

Based on the above figures, additional revenue of approximately \$1,728 could be collected by lengthening the season. <u>It is very important to note, however, that any additional revenue is highly dependent upon weather conditions.</u> In order to maximize revenue and keep costs to a minimum, flexible, "on call" type staffing would need to be in place where on poor weather days the clubhouse would close early.

If you would like additional information, please let me know.

# Memo

To:	Dr. Jon A. Bisher, City Manager
From:	Chief Robert J. Bennett, EFO
CC:	City Council, file
Date:	May 27, 2013
Re:	Paramedic Tuition (Part Time)

Sir,

Today one of the paramedic school applicants withdrew his request for financial support. Accordingly our need for funding has changed as follows:

1 Full Tuition	\$8600.00
1 Partial Tuition (RN)	\$2800.00
Total	\$11,400.00

By utilizing our 2012 State EMS grant and using part of the additional allocation Council appropriated for EMS training as part of the 2013 budget process we can reduce the request for a second quarter budget adjustment from \$20,000 down to \$2,000.

Please reference the funding breakdown below:

EMS Grant proceeds	\$4500
Remainder of Council training allocation	\$5415
Total Available	\$9915
Tuition Need	\$11,400
Remaining funds needed	\$2000

The additional allocation includes the tuition for two personnel and a small amount for books and lab fees, the total cost of which have not yet been calculated.

Please understand that should a significant need arise later in the year we may need to revisit this account.

Thank you for your consideration.



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

То:	Dr. Jon A. Bisher, City Manager
From:	Chad E. Lulfs, P.E., P.S., City Engineer
сс:	Mayor & City Council
	Greg Heath, City Finance Director
Date:	June 3, 2013
Subject:	Ohio Street Sanitary Sewer Replacement Project
	Recommendation of Award

On Wednesday, May 29, 2013, bids were opened and read aloud for the above referenced project. Three (3) bids were submitted and read as follows:

Vernon Nagel, Inc.	\$93,011.00
Lingvai Excavating, L.L.C.	\$103,881.50
B. Hill'z Excavating, Inc.	\$109,224.00

The published Engineer's Estimate for this project is \$100,000.00. This project consists of replacement of the existing sanitary sewer on Ohio Street from Glenwood Avenue to Indiana Avenue.

Having reviewed the submitted bids, it is my recommendation that Council award Vernon Nagel, Inc. the contract for the Ohio Street Sanitary Sewer Replacement Project in the amount of \$93,011.00. If you have any questions or require additional information, please contact me at our convenience.



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
<i>cc</i> :	Mayor & City Council
	Greg Heath, City Finance Director
Date:	June 3, 2013
Subject:	Hudson Street Waterline Improvements
	Approval of Plans & Specifications

The City of Napoleon's Department of Public Works requests approval of the plans and specifications for the Hudson Street Waterline Improvements Project. This project consists of replacing the 1-1/2" waterline on Hudson Street from Oakwood Avenue to Fair Street. This project is partially funded through a C.D.B.G. grant.

Engineer's Estimate of Construction: \$100,000.00. Budgeted amount for this project: \$100,000.00. C.D.B.G. Grant Amount: \$28,800.00



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., Director of Public Works
cc:	Mayor & City Council Greg Heath, Finance Director
Date:	June 3, 2013
Subject:	Sanitary Sewer Improvements from Scott Street East
	to VanHyning Creek Change Order No. 2 - Final

The above referenced project has been completed and final quantities have been tabulated. Change Order No. 2 – Final is -\$1,807.65. The final project cost is \$240,347.35. I request that Council approve Change Order No. 2 – Final to allow us to close out this project.

### **CHANGE ORDER**

No. 2 (FINAL)

#### PROJECT

#### DATE OF ISSUANCE

May 29, 2013

Sanitary Sewer Improvements - Scott Street East to VanHyning Creek

#### OWNER

City of Napoleon 255 W. Riverview Ave., P.O. Box 151 Napoleon, OH 43545

#### CONTRACTOR

Vernon Nagel, Inc. O-154 Co. Rd. 11C Napoleon, Ohio 43545 **ENGINEER** Chad E. Lulfs, P.E., P.S. City Engineer

CONTRACT FOR:

You are hereby directed to proceed promptly with the following change(s): **DESCRIPTION:** Contract Work Completed; Final Quantity Adjustments

#### ATTACHMENTS - (List Documents Supporting Change)

If a claim is made that the above change(s) have affected Contract Price or Contract Time, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s).

Method of Determining Change In **CONTRACT PRICE** Time and Materials Unit Prices Cost Plus Fixed Fee Other

Estimated-Increase/Decrease in **CONTRACT PRICE** (\$1,807.65) If the Change involves an Increase, the estimated amount is not to be exceeded without further authorization.

#### Recommended

CITY of NAPOLEON

Method of Determining Change In CONTRACT TIME Contractor's Records

- □ Engineer's Records
- Other

Estimated Increase/Decrease in **CONTRACT TIME** days If the Change involves an Increase, the estimated time is not to be exceeded without further authorization.

Contractor

Accepted

VERNON NAGEL, INC.

бу:

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

Authorized

Jon Bisher, City Manager

Original Contract Prior to this Change Order Increase / Decrease Resulting from this Change Order Current Contract Price, Including this Change Order \$242,155.00 -\$1,807.65 \$240,347.35

### FINAL CHANGE ORDER

### May 29, 2013

#### NAME of PROJECT - Sanitary Sewer Improvements - Scott Street East to VanHyning Creek CONTRACTOR - Vernon Nagel, Inc.

		ESTIMATED	ACTUAL	QUANTITY		UNIT	AMOUNT	AMOUNT
ITEM	DESCRIPTION	QUANTITY	QUANTITY	DIFF.	UNIT	PRICE	DECREASE	INCREASE
1	Clearing and Grubbing	1.00	1.00	0.00		\$1,000.00		
2	Fencing, Remove & Replace	20.00	50.00	30.00	LF	\$10.00		\$300.00
3	Concrete Curb Removal & Replacement (All Types)	20.00	40.25	20.25	LF	\$25.00		\$506.25
4	Asphalt Pavement Removed & Replaced (Match Existing)	10.00	26.03	16.03	SY	\$100.00		\$1,603.00
5	10" PVC ASTM D3034 SDR35 (Sanitary), Type B	5.00	0.00			\$100.00	-\$500.00	
6	10" PVC ASTM D3034 SDR 35 (Sanitary), Type C	55.00	6.00	-49.00	LF	\$50.00	-\$2,450.00	
7	10" PVC ASTM D3034 SDR35 (Sanitary), Bored & Jacked	80.00	0.00	-80.00	LF	\$325.00	-\$26,000.00	
8	12" H.D.P.E. ASTM F-714 (Sanitary), Directionally Bored, DR11	910.00	1,037.00			\$98.00		\$12,446.00
9	48" Manhole with Standard Cone (Sanitary)	3.00	3.00	0.00	EA	\$7,000.00		
10	48" Manhole with Standard Cone (Sanitary) - on Existing 10" Sanitary Sewer	1.00	1.00	0.00	EA	\$3,800.00		
11	48" Manhole with Standard Cone (Sanitary) - on Existing 18" Sanitary Sewer	1.00	1.00	0.00	EA	\$4,200.00		
12	Manhole Casting & Gasketed Lid Marked "Sanitary Sewer"	5.00	5.00			\$600.00		
13	Abandon Existing Sanitary Pump Station & Wet Well	1.00	1.00			\$2,000.00		
14	Sanitary Sewer Televising	1,050.00	1,037.00			\$1.50	-\$19.50	
15	Fertilizer, Seeding & Mulching	350.00	1,745.22		SY	\$5.00		\$6,976.10
16	Construction Layout Stakes	1.00	1.00		LS	\$2,200.00		
17	Mobilization	1.00	1.00		LS	\$4,000.00		
18	Maintaining Traffic	1.00	1.00	0.00	LS	\$2,500.00		
19	Storm Water Pollution Prevention Plan	1.00	1.00	0.00	LS	\$1,000.00		
1a	Change Order No. 1	\$74,000.00	\$79,330.50	\$5,330.50				\$5,330.50
			. ,			Subtotals:	-\$28,969.50	\$27,161.85
						TOTAL D	IFFERENCE:	-\$1,807.65



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., Director of Public Works
сс:	Mayor & City Council
	Greg Heath, Finance Director
Date:	June 3, 2013
Subject:	Welsted Water Main Replacement Project
	Change Order No. 1 - Final

The above referenced project has been completed and final quantities have been tabulated. Change Order No. 1 – Final is \$7,537.54. The final project cost is \$274,812.54. I request that Council approve Change Order No. 1 – Final to allow us to close out this project.

### CHANGE ORDER

No. 1 (FINAL)

#### PROJECT

#### DATE OF ISSUANCE

Welsted Water Main Replacement Project

#### OWNER

City of Napoleon 255 W. Riverview Ave., P.O. Box 151 Napoleon, OH 43545

#### CONTRACTOR

Vernon Nagel, Inc. O-154 Co. Rd. 11C Napoleon, Ohio 43545 ENGINEER Chad E. Lulfs, P.E., P.S. **City Engineer** 

#### CONTRACT FOR:

You are hereby directed to proceed promptly with the following change(s): DESCRIPTION: Contract Work Completed, Final Adjustments of Quantities

#### **ATTACHMENTS** - (List Documents Supporting Change)

If a claim is made that the above change(s) have affected Contract Price or Contract Time, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s).

Method of Determining Change In CONTRACT PRICE

Time and Materials

Unit Prices

Cost Plus Fixed Fee

**Other** 

Estimated Increase/Decrease in CONTRACT PRICE \$7,537.54 If the Change involves an Increase, the estimated amount is not to be exceeded without further authorization.

#### Recommended

**CITY of NAPOLEON** 

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

Original Contract Prior to this Change Order Increase / Decrease Resulting from this Change Order **Current Contract Price, Including this Change Order** 

Method of Determining Change In CONTRACT TIME

- Contractor's Records
- Engineer's Records
- **Other**

Estimated Increase/Decrease in CONTRACT TIME

days

If the Change involves an Increase, the estimated time is not to be exceeded without further authorization.

Accepted

VERNON NAGEL, INC.

Contractor

бу:

\$267,275.00 \$7,537.54 \$274,812.54

May 31, 2013

### FINAL CHANGE ORDER

#### NAME of PROJECT - Welsted Water Main Replacement Project CONTRACTOR - Vernon Nagel, Inc.

		ESTIMATED	ACTUAL	QUANTITY		UNIT	AMOUNT	AMOUNT
-	DESCRIPTION	QUANTITY	QUANTITY	DIFF.	UNIT	PRICE	DECREASE	INCREASE
WATE	RLINE							
1	Clearing and Grubbing	1.00	1.00	0.00	LS	\$100.00		
2	Tree and Stump Removal - 12"	2.00	1.00	-1.00	EA	\$200.00	-\$200.00	
3	Remove and Replace Wooden Bollards	4.00	5.00	1.00	EA	\$25.00		\$25.00
4	Concrete Walk Removal	300.00	293.23	-6.77	SY	\$5.00	-\$33.85	
5	Concrete Drive Removal	700.00	654.12	-45.88	SY	\$6.00	-\$275.28	
6	Concrete Curb Removal	110.00	116.03	6.03	LF	\$1.00		\$6.03
7	Asphalt Concrete Base (ODOT 301 PG64-22)	30.00	41.54	11.54	CY	\$200.00		\$2,308.00
8	PG64-22)	15.00	13.76	-1.24	CY	\$250.00	-\$310.00	
9	4" Concrete Walk with 5" Stabilized Crushed Aggregate Base	250.00	253.45	3.45	SY	\$40.00		\$138.00
10	6" Concrete Walk with 6" Stabilized Crushed Aggregate Base	50.00	37.78	-12.22	SY	\$47.00	-\$574.34	
11	Aggregate Base (ODOT 304)	625.00	654.12	29.12	SY	\$47.00		\$1,368.64
12	Warning Strip	1.00	0.00	-1.00	EA	\$350.00	-\$350.00	
13	Type 2 Concrete Curb	100.00	97.11	-2.89	LF	\$10.00	-\$28.90	
14	Type 6 Concrete Curb	15.00	18.92	3.92	LF	\$20.00		\$78.40
15	Fire Hydrant Assembly with Storz Connection, Complete	6.00	6.00	0.00	EA	\$4,200.00		
16	1" on 6" Tapping Saddle with Corp Stop	14.00	14.00	0.00	EA	\$200.00		
17	1" on 8" Tapping Saddle with Corp Stop	21.00	20.00	-1.00	EA	\$200.00	-\$200.00	
18	2" on 8" Tapping Saddle with Corp Stop	1.00	1.00	0.00	EA	\$350.00		
19	1" x 3/4" Compression Coupling	25.00	24.00	-1.00	EA	\$70.00	-\$70.00	
20	1" x 1" Compression Coupling	10.00	1.00	-9.00	EA	\$70.00	-\$630.00	
21	2" x 2" Compression Coupling	1.00	0.00	-1.00	EA	\$125.00	-\$125.00	
22	1" Curb Valve with Box Assembly, Complete	35.00	32.00	-3.00	EA	\$175.00	-\$525.00	
23	2" Curb Valve with Box Assembly, Complete	1.00	1.00	0.00	EA	\$375.00		
24	6" M.J. Gate Valve & Box Assembly, Complete	2.00	2.00	0.00	EA	\$1,200.00		
25	8" M.J. Gate Valve & Box Assembly, Complete	4.00	4.00	0.00	EA	\$1,500.00		
26	6" on 8" Tapping Tee, Valve & Box Assembly, Complete	1.00	1.00	0.00	EA	\$2,200.00		
27	8" on 8" Tapping Tee, Valve & Box Assembly, Complete	2.00	2.00	0.00	EA	\$2,800.00		
28	6" 45 Degree M.J. Bend	4.00	4.00	0.00	EA	\$360.00		

		ESTIMATED	ACTUAL	QUANTITY		UNIT	AMOUNT	AMOUNT
ITEM	DESCRIPTION	QUANTITY	QUANTITY	DIFF.	UNIT	PRICE	DECREASE	INCREASE
29	6" 90 Degree M.J. Bend	1.00	1.00	0.00	EA	\$390.00		
30	8" 45 Degree M.J. Bend	12.00	6.00	-6.00	EA	\$700.00	-\$4,200.00	
31	8" x 8" x 4" M.J. Tee	1.00	1.00	0.00	EA	\$500.00		
32	8" x 8" x 8" M.J. Tee	1.00	1.00	0.00	EA	\$725.00		
33	8" x 8" x 6" x 6" M.J. Cross	1.00	1.00	0.00	EA	\$800.00		
34	8" x 6" M.J. Reducer	1.00	0.00	-1.00	EA	\$350.00	-\$350.00	
35	6" Solid Sleeve	2.00	1.00	-1.00	EA	\$250.00	-\$250.00	
36	8" Solid Sleeve	3.00	3.00	0.00	EA	\$300.00		
37	4" Plug	6.00	5.00	-1.00	EA	\$150.00	-\$150.00	
38	Connect to Existing 4" M.J. Gate Valve	1.00	0.00	-1.00	EA	\$200.00	-\$200.00	
39	Connect to Existing 6" M.J. Gate Valve	1.00	1.00	0.00	EA	\$200.00		
40	Connect to Existing 8" M.J. Gate Valve	1.00	0.00	-1.00	EA	\$300.00	-\$300.00	
41	1" Type "K" Copper Service Line (Open Cut)	230.00	159.50	-70.50	LF	\$28.00	-\$1,974.00	
42	1" Type "K" Copper Service Line (Pushed)	720.00	740.50	20.50	LF	\$26.00		\$533.00
43	2" Type "K" Copper Service Line (Open Cut)	50.00	43.50	-6.50	LF	\$40.00	-\$260.00	
44	Line)	45.00	34.00	-11.00	LF	\$50.00	-\$550.00	
45	6" AWWA C900 (Class 150 &DR18), Type B	425.00	420.00	-5.00	LF	\$42.00	-\$210.00	
46	6" AWWA C900 (Class 150 & DR18), Type C	625.00	708.00	83.00	LF	\$24.00		\$1,992.00
47	8" AWWA C900 (Class 150 & DR18), Type B	1,060.00	1,076.00	16.00	LF	\$44.00		\$704.00
48	8" AWWA C900 (Class 150 & DR18), Type C	330.00	346.00	16.00	LF	\$27.00		\$432.00
49	Remove Existing Waterline (4")	10.00	0.00	-10.00	LF	\$10.00	-\$100.00	
50	Remove Existing 4" Tapping Tee, Valve & Increaser	1.00	0.00	-1.00	EA	\$500.00	-\$500.00	
51	Fire Hydrant Removal & Plug	2.00	2.00	0.00	EA	\$500.00		
52	Topsoil (3")	125.00	197.40	72.40	CY	\$38.00		\$2,751.20
53	Fertilizer, Seeding & Mulching	1,800.00	2,368.86	568.86	SY	\$1.50		\$853.29
54	Construction Layout Stakes	1.00	1.00	0.00	LS	\$1,000.00		
55	Mobilization	1.00	1.00	0.00	LS	\$5,000.00		
56	Maintaining Traffic	1.00	1.00	0.00	LS	\$1,200.00		
57	Storm Water Pollution Prevention	1.00	1.00	0.00	LS	\$250.00		
1a	Additional Work Performed	0.00	1.00	\$8,714.35	LS	\$8,714.35		\$8,714.35
L						Subtotals:		\$19,903.91
						Ne		\$7,537.54



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

То:	Dr. Jon A. Bisher, City Manager
From:	Chad E. Lulfs, P.E., P.S., City Engineer
сс:	Mayor & City Council
	Greg Heath, City Finance Director
Date:	June 3, 2013
Subject:	Indiana Avenue Sanitary Sewer Replacement Project
	Change Order No. 1 - Final

The above referenced project has been completed and final quantities have been tabulated. Change Order No. 1 -Final is \$703.86. The final project cost is \$38,179.86. I request that Council approve Change Order No. 1 -Final to allow us to close out this project.

### **CHANGE ORDER**

No. 1 (FINAL)

#### PROJECT

#### DATE OF ISSUANCE

May 30, 2013

Indiana Avenue Sanitary Sewer Replacement Project

#### OWNER

City of Napoleon 255 W. Riverview Ave., P.O. Box 151 Napoleon, OH 43545

#### CONTRACTOR

CONTRACT FOR:

Vernon Nagel, Inc. O-154 Co. Rd. 11C Napoleon, Ohio 43545 ENGINEER Chad E. Lulfs, P.E., P.S. **City Engineer** 

You are hereby directed to proceed promptly with the following change(s): DESCRIPTION: Contract Work Completed, Final Adjustments of Quantities

#### **ATTACHMENTS** - (List Documents Supporting Change)

If a claim is made that the above change(s) have affected Contract Price or Contract Time, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s).

Method of Determining Change In	Method of Determining Change In					
CONTRACT PRICE	CONTRACT TIME					
Time and Materials	Contractor's Records					
Unit Prices	Engineer's Records					
Cost Plus Fixed Fee	□ Other					
Contract Other						
Estimated Increase/ <del>Decrease</del> in	Estimated Increase/Decrease in					
CONTRACT PRICE \$703.86	CONTRACT TIME day					
If the Change involves an Increase, the estimated amount	If the Change involves an Increase, the estimated time is not					
is not to be exceeded without further authorization.	to be exceeded without further authorization.					

#### Recommended

**CITY of NAPOLEON** 

Accepted

VERNON NAGEL, INC.

by:

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

**Original Contract Prior to this Change Order** Increase /-Decrease Resulting from this Change Order **Current Contract Price, Including this Change Order** 

\$37,476.00 \$703.86 \$38,179.86

Contractor

## FINAL CHANGE ORDER

# NAME of PROJECT - Indiana Avenue Sanitary Sewer Replacement Project CONTRACTOR - Vernon Nagel, Inc.

		EST.	ACTUAL	QTY.		UNIT	AMOUNT	AMOUNT
ITEM	DESCRIPTION	QTY.	QTY.	DIFF.	UNIT	PRICE	DECREASE	INCREASE
1	Clearing and Grubbing	1.00	1.00	0.00	LS	\$100.00		
2	Concrete Pavement Removal	60.00	66.61	6.61	SY	\$15.00		\$99.15
3	Concrete Curb Removal & Replacement	30.00	76.00	46.00	LF	\$12.00		\$552.00
4	Asphalt Concrete Base (ODOT 301 PG64-22)	8.00	8.13	0.13	CY	\$150.00		\$19.50
5	Asphalt Concrete Surface (ODOT 448 Type 1, Medium Traffic, PG64-22)	4.00	2.71	-1.29	CY	\$150.00	-\$193.50	
6	Crushed Aggregate Base (ODOT 304)	60.00	67.33	7.33	SY	\$65.00		\$476.45
7	Including No. 8 Stone Backfill	30.00	15.00	-15.00	LF	\$6.00	-\$90.00	
8	6" PVC ASTM D3034 SDR 35 (Sanitary), Type B	75.00	74.50	-0.50	LF	\$55.00	-\$27.50	
9	6" PVC ASTM D3034 SDR 35 (Sanitary), Type C	20.00	34.50	14.50	LF	\$25.00		\$362.50
10	10" PVC ASTM D3034 SDR 35 (Sanitary), Type B	270.00	262.00	-8.00	LF	\$50.00	-\$400.00	
11	6" on 10" PVC Wye (Heavy Duty)	2.00	2.00	0.00	EA	\$250.00		
12	6" 45 Degree PVC Bend (Heavy Duty)	4.00	4.00	0.00	EA	\$30.00		
13	10" PVC Coupler (Heavy Duty)	1.00	0.00	-1.00	EA	\$50.00	-\$50.00	
14	6" Cleanout with Inverted Cap	2.00	2.00	0.00	EA	\$125.00		
15	Flexible Coupling with Stainless Steel Bands (All Sizes)	2.00	2.00	0.00	EA	\$45.00		
16	48" Manhole with Standard Cone (Sanitary)	1.00	1.00	0.00	EA	\$3,000.00		
17	Marked Casting & Gasketed Lid Marked "Sanitary Sewer"	1.00	1.00	0.00	EA	\$600.00		
18	Sanitary Manhole Removal	2.00	2.00	0.00	EA	\$200.00		
19	12" Sanitary Sewer Abandoned (Grouted)	60.00	80.00	20.00	LF	\$5.00	\$100.00	
20	Core & Boot Existing Sanitary Manhole (10")	1.00	1.00	0.00	EA	\$300.00		\$0.00
21	Sanitary Sewer Televising	270.00	252.60	-17.40	LF	\$1.30		-\$22.62
22	Remove, Store & Relocate Existing Fire Hydrant	1.00	1.00	0.00	EA	\$1,000.00		
23	Topsoil (3")	30.00	23.71	-6.29	CY	\$20.00	-\$125.80	

		EST.	ACTUAL	QTY.		UNIT	AMOUNT	AMOUNT
ITEM	DESCRIPTION	QTY.	QTY.	DIFF.	UNIT	PRICE	DECREASE	INCREASE
24	Fertilizer, Seeding & Mulching	250.00	284.56	34.56	SY	\$3.00		\$103.68
25	Construction Layout Stakes	1.00	1.00	0.00	LS	\$900.00		
26	Mobilization	1.00	1.00	0.00	LS	\$2,300.00		
27	Maintaining Traffic	1.00	1.00	0.00	LS	\$500.00		
28	Storm Water Pollution Prevention Plan	1.00	0.00	-1.00	LS	\$100.00	-\$100.00	
						Subtotals:	-\$886.80	\$1,590.66
	TOTAL DIFFERENCE:				\$703.86			



## CITY OF NAPOLEON, OHIO

255 West Riverview Avenue • PO 151 • Napoleon, Ohio 43545-0151 Gregory J. Heath, Director of Finance/Clerk of Council phone (419) 599-1235 fax (419)-599-8393 Web Page: www.napoleonohio.com E-mail: gheath@napoleonohio.com

DATE:	May 31, 2013	ACTING FINANCE DIRECTOR
DMLL.	May 51, 2015	

- TO: Christine R. Peddicord, Assistant Finance Director Members of City Council Ronald A. Behm, Mayor Dr. Jon A. Bisher, City Manager Trevor M. Hayberger, City Law Director All Department / Division Heads
- FROM: Gregory J. Heath, Finance Director/Clerk of Council

#### SUBJECT: Acting Finance Director/Clerk of Council – Assigned to Christine R. Peddicord

Please be informed I will be out of the office from Monday, June 3, 2013, starting at 7:30 AM through Friday, June 7, 2013. I plan to return to work on Monday, June 10, 2013 at 7:30 AM.

# **During this period I appoint the following person as** *Acting Finance Director/Clerk of* <u>*Council*</u>:

#### Ms. Christine R. Peddicord, Acting Finance Director

This person is hereby delegated all such power and authority of the Office of the Finance Director/Clerk of Council for the periods so listed as authorized by City Charter and Code.

Please direct all requests through Ms. Peddicord during this period. We will be in direct communication as needed.

Thank you.

Gregory J. Heath, Finance Director/Clerk of Council



310 Glenwood Ave Box 151 Napoleon Ohio 43545 419-599-2810 Fax 419-599-7969 www.napoleonohio.com

## Napoleon City Police Department

# Memorandum

To:	Dr Jon A Bisher -City Manager
From:	Chief Robert L Weitzel
CC:	file
Date:	05/30/2013
Re:	Operational Situation

#### Sir,

Wished to inform you of an operational issue last night.

At about 1912 05/29/2013 the Sheriff's Office received a call of a structure fire for the Liberty Center Fire Department. The Sheriff's Office was unable to page Liberty Center FD to the fire. An apparent equipment failure took place. Tones went out but no voice was transmitted to the responders. Our dispatch center picked up on the problem. We called them and offered out assistance. They had us page the Liberty Center FD for the fire. The page went out correctly from our center. We did two other pages for that fire call and were available for any other assistance they may have needed.

When we talked about redundancy in the past, I always talked about this type of issue and how concerned I was about losing the redundancy. This type of problem can not be anticipated. It can happen at any time. It can be prepared for, however. Our current system handled the matter in a timely fashion. I don't think the EOC or Malinta FD could have reacted in a timely manner for this event. Both departments worked as a team and our centers jointly handled the emergency.

Lete

# Memorandum

To: Technology and Communication Committee, Council, Mayor, City Manager, City Law Director, City Finance Director, Department Supervisors, Media

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

Date: 5/22/2013

Re: Technology and Communication Committee Meeting Cancellation

The June 3, 2013, meeting of the Technology and Communication

Committee has been <u>CANCELED</u> due to lack of agenda items.

## Fw: Ohio Municipal League Legislative Bulletin

From: "Gregory J Heath" <gheath@napoleonohio.com> To: "Roxanne Dietrich" <rdietrich@napoleonohio.com>

-----Original Message-----From: "Ohio Municipal League" <ajoos@omlohio.org> To: gheath@napoleonohio.com Date: 05/31/2013 11:36 AM Subject: Ohio Municipal League Legislative Bulletin



# Legislative Bulletin

Ohio Municipal League May 31, 2013

### All BUDGET ALL THE TIME

The Senate wrapped up another week of hearings on HB59, the Biennial Budget Bill. A substitute bill was introduced on May 28 and ever since everyone has been digesting this new beast. Below is a list of some the of amendments included in Sub.HB59:

-An increase to the Clean Ohio Fund appropriations and bond authorizations. The Housepassed version of the bill contained a \$26 million increase in appropriations for Clean Ohio programs. The Senate raised that total to \$52 million, which is how much is left in the funding approved by voters in November 2008.

- Changes to the definition of intoxicating liquor, meant to ensure that food products containing alcohol, such as gelatin shots, are covered by state liquor regulations.

- Removal of spider monkeys from the species covered by laws enacted last year to regulate and strictly limit ownership of exotic animals in 129-SB310

- Re-establishment of the Legislative Committee on Public Health Futures. Earlier recommendations of the committee, which met last year, were revised by the administration before being included in the budget.

- Remove House-added language designed to require online travel companies to collect

lodging tax on the price their customers pay.

- Authorize a sales tax exemption for goods and services used in aerospace vehicle research and development activities at an estimated cost of \$7-8 million per year.

- Establish a non-GRF line item for the Defense/Aerospace Workforce Development Initiative, with funding of \$4 million a year to be provided to universities and the aerospace industry for workforce development.

- Exempt from sales tax sales of tangible personal property or services to a non-profit corporation that leases a recreational facility used by a professional athletic team or minor league affiliate in Lucas County and impose certain conditions.

- Exempt certain outdoor motorsport facilities from the open container law.

- Expand the increased speed limit law to more rural highways.

- Allow trucks to transport up to three aluminum coils while exceeding the 80,000-pound load limit with a maximum vehicle weight of up to 120,000 pounds and specify that three or fewer aluminum coils are deemed a "nondivisible load" for permitting purposes.

- Prohibit regional transit authorities from acquiring, constructing, or operating a facility located outside its territorial boundary until it has received agreement from each affected political subdivision.

- Remove the House's plan to allow towing operators to seek title to vehicles that have been left abandoned more than 15 days.

- Remove language that would limit litigants' ability to collect damages in lawsuits against the state in the Court of Claims.

- Eliminate a requirement for the secretary of state to establish a minimum number of direct recording electronic voting machines for each county that uses the devices as their primary voting system.

- Require the secretary of state to establish customer service standards for local boards of elections and a method to evaluate compliance.

- Eliminate the requirement that a candidate or legislative campaign fund include the address of the candidate or campaign officer in disclaimers for political publication. Notification would only be required to include the words "paid for by" and the name of the entity.

- Increase non-GRF appropriations for two line items for the Department of Commerce's Liquor JobsOhio Extraordinary Allowance and Liquor Operating Services line items.

- Eliminate the sunset on immunity from civil penalties provided to an owner of a property who conducts an environmental audit and voluntarily discloses information regarding an alleged violation of an environmental law.

- Requires the director of Administrative Services to develop standards for posting public records online so that the information can be searched and downloaded.

A 32 page summary of the proposed amendments can be found <u>HERE</u>. A new comparison document of HB59 was also generated this week and it can be found <u>HERE</u>.

After a week of testimony amendments to the substitute bill were to be submitted by 4:00 p.m., May 30 for inclusion into the Omnibus amendment. The League submitted testimony, thanking the Senate for numerous changes to the Substitute Budget and asking for some additional amendments which we hope will be included in the upcoming Omnibus amendment. A copy of the memorandum can be accessed <u>HERE</u>.

The Senate Finance Committee has yet to schedule hearings for the upcoming week. We plan on posting those times first thing Monday morning on our "Update Committee Schedule." For the upcoming week, the Ohio Senate has cancelled its scheduled session dates of June 4th and 5th and has slated a June 6th session date with a 9:00a.m. start time. This is the likely date for the full Senate consideration of HB59.

#### **BWC APPROVES \$1B REBATE**

The Ohio Bureau of Workers' Compensation (BWC) Board of Directors approved Thursday a plan that would deliver a total of \$1 billion in rebates to private employers and public-taxing districts who pay into the bureau's system.

More than 210,000 employers are expected to receive a rebate which will be about 56 percent of their annual premium. Of the rebate money, \$114 million is expected to be distributed among employers in the public sector. The BWC created a report that spells out eligibility for the rebate. The rebate checks are expected to be sent by late June or early July.

The rebate is one component of a three-part plan that also includes increasing funds made available to the Safety Grants Program. The program's budget is usually set at \$5 million but BWC is tripling that to \$15 million starting in FY14.

The final provision of BWC's three-part plan is to create a low-impact transition from a "retrospective" payment process to a "prospective" one. Currently, employers are billed retrospectively and are expected to pay a premium for the previous six months. Once the BWC implements the new process an employer would be paying for the next six months of coverage right after paying for the previous six months. The Bureau plans to ask the board of directors to authorize a credit for all employers to equal a full six months' premium. This would come out to be about a \$900 million credit.

Inbox [1/53] - UNIGOV WebMail - Roxanne Dietrich <rdietrich@napoleonohio.com>

The authority to create a prospective payment process is currently included in the biennial budget bill, HB59. The new system could increase the bureau's ability to detect employer non-compliance and fraud. The BWC is expecting to make this transition in late 2014.

#### PRELIMINARY COMMITTEE SCHEDULE FOR THE WEEK OF JUNE 2, 2013

Tuesday, June 4, 2013

HOUSE TRANSPORTATION, PUBLIC SAFETY AND HOMELAND SECURITY Tue., Jun. 4, 2013, 1:30 PM, Hearing Room 122 Rep. Damschroder: 614-466-1374

MOTOR VEHICLE OPERATORS-HIGHWAY MAINTENANCE VEHICLE (RUHL M, MCGREGOR HB172 R) To require motor vehicle operators to take certain actions upon approaching a highway maintenance vehicle.

First Hearing, Sponsor Testimony

SB 5: WIRELESS SERVICE PROVIDERS (BROWN E, MANNING G) To require wireless service providers to provide call location information to law enforcement officers or agencies in certain emergency situations

Third Hearing, All Testimony, AMENDMENTS/POSSIBLE VOTE

Wednesday, June 5, 2013

HOUSE HEALTH AND AGING

Rep. Wachtmann: 614-466-3760

Wed., Jun. 5, 2013, 9:30 AM, Hearing Room 116

HB 44: PUBLIC HEALTH EMERGENCIES (MCCLAIN J) To develop protocols regarding the authority to administer, deliver, distribute, or dispense drugs during certain public health emergencies.

Third Hearing, All Testimony, AMENDMENTS

# PLEASE CHECK OUR WEBSITE MONDAY MORNING FOR THE FINAL COMMITTEE SCHEDULE