
Memorandum

To: Mayor & Members of Council
From: Monica Irelan, City Manager
Subject: General Information
Date: March 11, 2016

CALENDAR

MONDAY, MARCH 14, 2016 MEETINGS

1. @ 6:00 pm – *Municipal Properties, Buildings, Land Use & Economic Development Committee*
 - a. Approval of Minutes – the February 8, 2016 meeting minutes are attached.
 - b. St. Paul Methodist Parking Lot Lease (Tabled) – enclosed is a copy of an email sent to Pat.
 - c. Internal Standard Operating Procedure for a Review Process of the City Engineering Rules – A proposed Standard Operating Procedure is attached.
 - d. Draft Assessment Policy and Assessment Percentages (Tabled) – this will be handed out at the meeting.
 - e. 2016 Miscellaneous Streets Project – Enclosed are Memorandums from both myself and Chad.
 - f. 2016 Microsurfacing Project – please see the enclosed Memorandum
2. @ 6:45 pm – *Board of Public Affairs (BOPA)*
 - a. Approval of Minutes – attached are the February 8, 2016 meeting minutes
 - b. Review/Approval of the Power Supply Cost Adjustment Factor for March
 - c. Electric Department Report – from February 2016 is attached.

3. @ 7:00 pm CITY COUNCIL MEETING

AGENDA

D. APPROVAL OF MINUTES

The meeting minutes from February 13, 2016 and February 15, 2016 are enclosed.

H. INTRODUCTION OF ORDINANCES AND RESOLUTIONS

- Enclosed is a Memorandum from Lisa regarding the New Legislation that is being presented at the Meeting.
1. **Resolution No. 003-16**, a Resolution Authorizing Contracts with the Townships of Napoleon, Harrison, Freedom and Henry County South Joint Ambulance District for Fire

Service and/or Emergency Medical Service Commencing April 1, 2016; and Declaring an Emergency (Suspension Requested)

- In addition to the Resolution, also attached is a copy of the contract for each Township and the Henry County South Joint Ambulance District and also a map showing the Fire and EMS coverage area.
2. **Ordinance No. 004-06**, an Ordinance amending Ordinance No. 073-15 to use alternate Vacation Plat language for the Vacation of a Portion of a Certain Alley and Roadway; the Alternate Language is as follows: “A parcel of land lying adjacent with Lots 10 through 17, inclusive, in Henry Yeager’s Second Addition, also lying adjacent with Lots 12 through 16, inclusive, and Lot 18 in David C. Stafford’s First Addition and also being roadways within the Southwest quarter of fractional Section 13, Town 5 North, Range 6 East, all being in the City of Napoleon, Henry County, Ohio”; and declaring an Emergency (Suspension Requested).
 3. **Ordinance No. 005-16**, an Ordinance Supplementing the Annual Appropriation Measure (Supplement No. 1) for the Year 2016; and Declaring an Emergency (Suspension Requested)
 4. **Resolution No. 006-16**, a Resolution Authorizing the Expenditure of Funds over Twenty-Five Thousand Dollars (\$25,000.00) Related to the Installation of UV Units for the Water Treatment Plant Rehabilitation Project; and Authorizing the City Manager to Enter into a Contract with the Low Bidder who will be Required to Purchase and Install UV Units Manufactured by Trojan Technologies; and Declaring an Emergency (Suspension Requested)
 5. **Resolution No. 007-16**, a Resolution Authorizing the Transfer of Certain Property to wit: a Portion of Parcel No. 28-0700320200 Owned by the City to the Community Improvement Corporation of Henry County, Ohio; and Declaring an Emergency (Suspension Requested)
 - This item is not ready

K. GOOD of the CITY (Discussion/Action)

1. **Recommendation to Approve March Power Supply Cost Adjustment Factor**
 - The March Power Supply Cost Adjustment Factor reports are attached.
2. **Approval of Option of Renovation of the City Swimming Pool**
 - Please see the enclosed Memorandum from Tony Cotter with the Parks & Rec Board’s recommendation.
3. **Approval of Specifications, Documentation and Contract for the Cleaning of the Water Treatment Plant Lime Sludge Lagoons**
 - I have enclosed a Memo on this project, a copy of the specifications are on file with the Finance Director’s office.
4. **Approval of Plans, Specifications, Documentation and Contract for Bidding the Water Treatment Plant UV Disinfectant Improvements Project**
 - Enclosed is a Memorandum from Chad on this project; the plans are on file with the Finance Director’s Office.

5. **Approval of Plans, Specifications, Documentation and Contract for the 2016 Miscellaneous Streets Project**
 - Attached are Memorandums from myself and also Chad; a copy of the plans and specifications are on file with the Finance Director's Office.

6. **Approval of Plans, Specifications, Documentation and Contract for the 2016 Microsurfacing Project**
 - Chad's Memorandum is enclosed; the plans and specifications are on file with the Finance Director's Office.

7. **Purchase of a Used Berm Spreader**
 - A Memo from Chad is attached.

INFORMATIONAL ITEMS

1. **MEETINGS CANCELED**
 - a. Electric Committee
 - b. Water/Sewer Committee
 - c. Charter Review Commission

2. Information on AMP Public Power Certification Course

3. OML Legislative Bulletin/March 4, 2016

4. From Greg:
 - a. Letter from OWDA on Interest Rate Buy-Down for the OWDA Loan
 - b. Email on Kasich Municipal Tax

MI:rd

Records Retention - CM-11 - 2 Years

February 2016							March 2016							April 2016						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6		1	2	3	4	5							1	2
7	8	9	10	11	12	13	6	7	8	9	10	11	12	3	4	5	6	7	8	9
14	15	16	17	18	19	20	13	14	15	16	17	18	19	10	11	12	13	14	15	16
21	22	23	24	25	26	27	20	21	22	23	24	25	26	17	18	19	20	21	22	23
28	29						27	28	29	30	31			24	25	26	27	28	29	30

 Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
	6:00 PM Municipal Properties/ED Committee 6:45 PM Board of Public Affairs 7:00 PM City Council					
20	21	22	23	24	25	26
	6:00 PM Tree Commission Meeting 6:15 PM Parks & Recreation Committee Meeting 7:00 PM City Council				HOLIDAY - GOOD FRIDAY - C	
27	28	29	30	31	1	2
	6:30 PM FINANCE & BUDGET Committee Meeting 7:30 PM SAFETY & HUMAN RESOURCES Committee Meeting					8:30 AM OML Newly Elected Council Training @ Oberhaus Park

City of Napoleon, Ohio
Municipal Properties, Buildings, Land Use, & Economic
Development Committee

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

Special Meeting Agenda
Monday, March 14, 2016 at 6:00pm

- I. Approval of Minutes (*In the absence of any objections or corrections, the Minutes shall stand approved.*)
- II. St. Paul Methodist parking lot lease (Tabled)
- III. Internal Standard Operating Procedure For A Review Process of the City Engineering Rules
- IV. Draft Assessment Policy and Assessment Percentages (Tabled)
- V. 2016 Miscellaneous Street Paving Program
- VI. 2016 Microsurfacing Project
- VII. Updated information from Staff on Economic Development (as needed)
- VIII. Adjournment

Gregory J. Heath, Finance Director/Clerk of Council

City of Napoleon, Ohio
Municipal Properties, Buildings, Land Use & Economic Development Committee
Special Meeting Minutes
Monday, February 8, 2016 at 7:00pm

PRESENT

**Committee Members
City Staff**

Patrick McColley - Chair, Jon Tassler, Jason Maassel
Greg Heath, Finance Director/Clerk of Council
Monica Irelan, City Manager
Lisa Nagel, Law Director
Bobby Stites, Assistant MIS Director

**Recorder
Others**

Tammy Fein
Joe Bialorucki; Roger Latta & Chad Roper, St. Paul Methodist Church; Bob Joseph, Salvation Army; Mike Austemiller

ABSENT

**Committee
Staff
Others**

Travis Sheaffer
News Media

Call To Order

Chairman McColley called the meeting to order at 7:00pm.

Approval Of Minutes

Minutes of the January 11 meeting stand approved as presented with no objections or corrections.

**Discussion Of St. Paul Methodist
Church Parking Lot Lease**

Irelan reminded the Committee that the discussion regarding St. Paul Methodist parking lot lease was referred to Committee by Council President Sheaffer after members of the congregation came to the February 1 Council meeting. Irelan reported that since 1960, the City of Napoleon has had a lease with St. Paul's Methodist Church (Church); the city pays the Church one dollar (\$1) in order to lease the Church's private property for a public parking lot and the City constructed, at its own expense, a public parking lot allowing the Church the right to use the lot on Sundays and any other day they deemed necessary with no payment to the City. Irelan believes that the lease expired in October of 1970, but the City continued to maintain the lot for public purposes; in 1995, a new lease was written between the Church and City; the City again paid the Church one dollar (\$1) for the use of the lot, however there were more explicit duties tied to the new lease; the City had already constructed the lot at its own expense, but now the City must also:

1. Sweep the parking lot within its regular schedule for sweeping and cleaning other City parking lots;
2. Remove snow from the lot in accordance with and in the same time frame as removal of snow from City parking lots except as follows; if a snow event occurs late in the regular work week that would ordinarily require the removal of snow from City lots before the opening of offices on Monday morning, the City will keep snow removal crews working on Friday and Saturday to clear the lot for Sunday services; if a snow event occurs after the close of business hours on Friday that requires City crews to be called out to work, the City will clear the snow from the lot in accordance with the City's overall schedule of priorities for snow removal; the City does not specifically warrant that it will remove snow in time for Church services, particularly if other priority snow removal tasks remain to be accomplished first;

**Discussion Of St. Paul Methodist
Church Parking Lot Lease
(Continued)**

3. Striping of parking stalls on the same schedule and frequency as other City lots in accordance with City standards and dimensions; and,
4. Patching the lot in the same priority and to the same standard as other City lots.

Irelan reported that the new lease continues to allow the Church exclusive rights to the lot on Sundays and for any other Church function, as well as stating that the City is responsible for any payment of taxes or assessments levied to the property. Irelan reported that it is mutually agreed that all personal property, except lighting, becomes the property of the Church at the expiration of the contract; the new contract was a five (5) year contract with a five (5) year renewal clause, and subsequent leases were renewed with little changes to the 1995 contract, though the City added a right to add handicap parking. Irelan reported that the 2010 lease clarifies that the City will pay all monies for taxes and assessments, so long as invoiced by the Church within twelve (12) months ending the initial lease five (5) year lease; in order to renew the 2010 lease for an additional five (5) year period, the City had to put that extension in writing to the Church by August 2015; the City did not do that, therefore the lease expired; the City, under the direction of the City Manager, chose not to renew the lease.

Irelan explained the rationale behind allowing the lease to expire: Between 2010 and 2015, the City constructed and currently maintains its own lot at the corner of Main Street and Perry Street; this lot added approximately twenty (20) spaces to the City owned downtown parking. It is hard to justify the continued use of tax payers' dollars to maintain private property, especially when budgets are getting tighter and Staffing has been reduced. Irelan could not find a need great enough to spend the money or resources. Irelan stated that since she took over in May of 2014, she has been directed to cut expenses wherever possible and to get out of the way of private companies, adding that she firmly believes that she is doing both in this scenario; cutting the cost associated with sweeping, removing snow, striping, and patching a lot constructed on private property, along with removing the City's crews from doing work meant for private snow removal companies.

Irelan reported that in 1989, the City underwent a parking study for the downtown; between 1989 and 1996, the City along with private businesses made a concerted effort to make numerous parking improvements in the downtown. According to a 1996 memo written from previous Building & Zoning Administrator Brent Damman to then City Manager Marc Gerken, the parking deficit at the time of the 1989 study was 218%; the changes that were made between 1989 and 1996 took that deficiency to 161%. The 1989 study stated that a parking problem exists when the number of spaces available is 200% less than what is needed, "Therefore it would appear overall that we do not have a parking problem statistically speaking," stated Damman in his 1996 memo. Irelan stated that the utilization of the downtown has changed drastically in the last twenty (20) years, including the County employees moving to another location which freed up spaces in both on street parking and in city owned lots, reiterating that statistically speaking, there is not a parking problem. Irelan added that, if and when the economic conditions of the downtown have an upswing, and parking becomes a problem, she would be happy to renegotiate contracts for public use of private lots but until that

Yea- 3
Nay- 0

Review Of Current Engineering Rules (Tabled)

Motion To Untable Review Of Current Engineering Rules

Passed
Yea- 3
Nay- 0

Discussion

Yea- McColley, Maassel, Tassler
Nay-

Motion: Tassler Second: Maassel
To untable review of the current Engineering Rules

Roll call vote on above motion:
Yea- McColley, Maassel, Tassler
Nay-

Irelan reminded the Committee that in January’s Municipal Properties, Buildings, Land Use & Economic Development Committee meeting there were several items that required further investigation by Staff; comparables were sought for two (2) items, street width and driveways. Irelan reported that Staff polled surrounding communities including Archbold, Bowling Green, Bryan, Wauseon, Defiance, and Findley, which is a mix of Villages, Statutory City and Charter Cities. Irelan reported that twenty nine (29) feet is pretty common in Northwest Ohio and very common nationwide; adding a chart of the comparable communities that the Committee asked Staff to research:

Community	Street Width	Notes
Archbold	29’	
Bowling Green	25’	Currently considering 11-12’ lanes
Bryan	29’	
Wauseon	29’	
Defiance	28’	
Findlay	27’	

McColley thanked Irelan for the comparable data.

Irelan reported that no other municipality polled allows for more than one (1) driveway; in the current revisions it will be stated that there is only one (1) driveway per residence, but more can be installed upon approval of the Engineering Department; Irelan stated that she believes this to be the most effective and safest way of managing this proposition, adding that she believes alternative language as previously requested by McColley would make the rule too complicated. Irelan strongly urged that the City allow the resident to come into the Engineering Department to request a second drive as necessary, adding that since every situation is different, allowing Staff to investigate each scenario is the best use of Staff and residents’ time. Maassel asked what would happen if the Engineering Department denied the second driveway; Irelan stated that this could follow the appeals process. McColley stated that he is concerned that the decision of the appeals process in disagreeing with the original decision would be required to be based on the arbitrary and capricious guidelines discussed as previous meetings; Irelan stated that any denial would be based on safety issues. McColley added that he is concerned about chasing out higher income individuals based on this rule; Irelan restated that the Committee and Council must trust the Staff to follow the rules as directed. Tassler asked if the appeals process will come

having a through street, recent case law stated that a traffic study must be done to determine the percentage of users and assessments are only allowed up to that percentage for the street portion. Lulfs believes that a lesser percentage than 100% would not have this issue; McColley agreed, suggesting that this could be avoided by assessing the other portions to make up for the street portion. Maassel stated that the street should be assessed as it can be seen, but not the infrastructure; Irelan stated that the infrastructure underground will be socialized in the rates. McColley believes that the maximum per lineal foot of frontage would negate the need to increase the rates. Maassel restated that his opinion is to only assess for the street. Irelan requested direction for a draft Policy; Tassler suggested assessing for all portions and backing up from that point; McColley suggested using the maximum per lineal foot of frontage up to one-third of the property value. Heath believes that the assessment figure cannot be a set figure due to changes in costs and inflation; Maassel suggested adding an inflation index into the draft.

Motion To Direct The City Manager To Create Draft Policy Regarding Assessments

Motion: Maassel Second: Tassler
To direct the City Manager to create a draft Policy regarding Assessments

Passed
Yea- 3
Nay- 0

Roll call vote on above motion:
Yea- McColley, Maassel, Tassler
Nay-

Motion To Retable

Motion: Maassel Second: Tassler
To retable the Assessment percentage discussion

Passed
Yea- 3
Nay- 0

Roll call on above motion:
Yea- McColley, Maassel, Tassler
Nay-

Dodd Street Project Review

Irelan presented the information regarding the Dodd Street project; this project has been in the preliminary budget four (4) times, the first of which was in 2007, however, this is the first time grant money has been awarded to the City for this project. Irelan reminded the Committee that it has reviewed assessments for this project and suggested to Council that assessments not be done for this project. Council supported that recommendation, and the final design has moved forward. Irelan stated that the Dodd Street Project is ready to go to Council for approval of documentation and specifications, which will move the project into the bidding phase. Irelan reported the project summary, including three hundred eighty linear feet (380lf) of sanitary sewer will be replaced with ten inch (10”) main and six inch (6”) sanitary services from the sewer main to the right-of-way line, adding that the remaining sanitary sewer was replaced on a prior project; three hundred thirty (330lf) of new storm sewer will be installed and the existing storm sewers will remain where they were previously replaced; existing storm structures will be adjusted to grade along with four (4) additional curb inlets; thirty five (35) storm taps will be provided from the existing and proposed storm sewers to the right-of-way line; nine hundred seventy five linear feet (975lf) of waterline will be replaced with forty one (41) water services being replaced; three (3) new fire hydrants will be installed along with proper valving to meet the City of

**Dodd Street Project Review
(Continued)**

Napoleon's Engineering Rules' requirements in residential areas. Ireland reported that approximately nine hundred linear feet (900lf) of street will be reconstructed between Scott Street and Lagrange Street, and three hundred sixty five linear feet (365lf) of street will be reconstructed from Lagrange Street to the north. Ireland reported that approximately four hundred linear feet (400lf) of the street will be resurfaced from the north end of the reconstruction through the cul-de-sac; the Dodd Street and Lagrange Street intersection will also be resurfaced, and approximately ten thousand square feet (10,000sf) of concrete walk will be replaced, adding that this area currently has concrete walks on both sides; approximately nine hundred square yards (900sy) of concrete drive approaches will be installed per the City of Napoleon's Engineering Rules, and approximately two thousand six hundred linear feet (2,600lf) of concrete curb will be installed.

Ireland reported that this project was reviewed and approved through the Finance and Budget Committee and by Council through the budget process; the total project budget is \$773,500, which includes the following breakdown: Design \$8,500 to update previous design; street \$400,000; waterline \$110,000; sanitary Sewer \$80,000; and, storm Sewer \$175,000, adding that the City was awarded a CDBG grant in the amount of \$285,000, which is an increase from what was reported in the approved Budget.

Ireland reported that in 2015, the Municipal Properties, Buildings, Land Use & Economic Development Committee did review the documents that are used for all City projects, and there were very few revisions made; the project summary outlines the work that will be completed while the specifications on piping, pavement thickness, drive approaches, and sidewalk specifications can all be found in the Engineering Rules.

Ireland requested that the Committee recommend to Council the approval of Documents and Specifications for the Dodd Street project, allowing the project to be put out for bid.

Maassel asked how the traffic will be maintained on the cul de sac; Lulfs stated that he is working with contractors to make this accessible as long as possible, though letters were sent to residents to inform them that there will be no access at some point during the construction; Lulfs added that the trenches will be maintained as long as possible and the City will work with the residents as long it is possible. Lulfs stated that the old section of the project is being rebuilt and the new section is being refurbished; Ireland added there are also some sewer and water issues that must be addressed, including a combined sewer overflow.

**Motion To Approve The
Documentation And
Specifications For The Dodd
Street Project**

**Passed
Yea- 2
Nay- 0
Abstain- 1**

Motion: Tassler Second: Maassel
To approve the documentation and specifications for the Dodd Street project

Roll call vote on above motion:
Yea- Maassel, Tassler
Nay-
Abstain- McColley

-----Original Message-----

Subject: St. Paul parking lot

From: "Main Email" <phgibauer@gmail.com>

To: pmccolley@napoleonohio.com

Date: 02/11/16 03:42:42am

Pat,

I just wanted to express our opinion on the issue of St. Paul's parking lot.

We can see both sides of the issue. However it seems to us like the residents of Napoleon use the parking lot more than the church does. We know it could set a precedent with other similar issues in the future but feel that the city should continue taking care of the parking lot.

Or at least come up with some sort of compromise. Perhaps the city could continue to provide snow removal at no charge to the church (which shouldn't cost the city too much considering its size), and when it comes time for maintenance, split the cost with the church. And hopefully with the post office, but I wouldn't be very confident that you could get them to agree.

In order to allow more Council participation in the review of City-owned/City- initiated infrastructure projects, a standard operating procedure was requested of staff. The goal of the procedure is to allow a better understanding of:

- 1) the purpose of the project
- 2) the financing of the project
- 3) the hot button issues of the project

Standard Operating Procedure:

Initial Proposal:

The City Manager shall present to Municipal Properties, Buildings, Land Use, and Economic Development the proposed projects for the subsequent year. This presentation will happen in the fall. The information that is to be presented is as follows:

- 1) Type of project
- 2) General concept
- 3) Potential funding sources
- 4) Which phase is to be funded in each of the coming budgets
 - a. Phase 1: Engineering
 - b. Phase 2: Bid/ Construction

Budget Process:

The information gathered from Municipal Properties, Buildings, Land Use & Economic Development Committee will be reported to the Finance and Budget Committee during budget discussions. This will occur in or around November of the same year.

The final projects will be funded through the budget process which will indicate to staff to proceed with the projects as presented thus far.

Review of Project Steps and Responsibilities:

- 1) If Quality Based Selection is necessary to meet funding requirement, the approval of Engineer firm for design- Council Only
- 2) Early Stages of Design- Committee Review
- 3) Conceptual Plan Review (A.K.A. Doc./Specs)- Committee Review, Council Final Approval
- 4) Bid Approval for Construction Firm- Council Only

The steps in the review process will happen as soon as possible in order to balance the need for debate with the deadlines tied to grant funding and staffing levels.



City of Napoleon, Ohio

DEPARTMENT OF MANAGEMENT

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

Memorandum

To: Municipal Properties, Buildings, Land Use & Economic Development Committee
From: Monica Irelan, City Manager
RE: 2016 Miscellaneous Streets

Per the direction of Municipal Properties Committee, and support by Council, staff is to bring projects to Committee for review throughout the process. We are prepared to present information on 2016 Miscellaneous Street Improvements.

History:

In 2015, the City of Napoleon's Engineering Department had each street in town rated regarding its condition to provide a clearer picture of the actual condition of the streets. This process also will assist the Engineering Department in preparing a more objective list of streets and the prioritization of those streets. Also, during the preparation of the street ratings, alternative surface treatments were investigated by City Staff to better utilize the available funding.

Historically the City has budgeted between \$150,000 and \$300,000 for street resurfacing. In the 2015 Budget, City Council agreed to increase this to \$550,000.

The project is ready to go to Council for approval of documentation and specification. This will move the project into the bidding phase.

Project Summary:

Street Improvements are planned in the following areas of the City:

First Street Area: This area includes resurfacing of Oak Street from Daggett to First, resurfacing First Street from the dead end south of Pontious to Oak and continuing east around the curve on First Street, & Pontious Place from S. Perry to First. Some minor widening will be done on First Street to better accommodate traffic in the intersection of First & Oak and along the dead end portion of First Street.

Oakwood Avenue Area: This area includes the resurfacing of Lakeview Drive from Oakwood through the cul-de-sac, Baumann Place from Lakeview through the cul-de-sac, Old Creek Drive from Oakwood through the cul-de-sac, and Oakwood Avenue from the overpass through the south drive into the Oakwood Plaza. Sections of curb that need to be replaced will be as part of this project. The island on Lakeview Drive will be removed and paved. A few areas where the pavement has failed will have full depth replacement.

Alley on Lagrange: The alley that leads from Lagrange Street into the Chief Plaza will be completely removed and replaced.

Woodlawn Avenue: Woodlawn Avenue will be micro-surfaced. This consists of an application consisting of a bituminous liquid with fine stone. The material is estimated to extend the life of pavement up to 9 years primarily by sealing the surface.

Financial Impact:

This project was reviewed and approved through the Finance and Budget Committee and via the budget process. The total project budget is \$550,000.

There is no grant funding on this project.

Documents and Specifications:

In 2015, Municipal Properties did review the documents that are used for all City projects. There were very few revisions made.

The project summary outlines the work that will be completed. Specifications can all be found in the Engineering Rules, the City of Napoleons Standard Specifications, and the State of Ohio Department of Transportation's Construction & Material Specifications.

Recommendation:

I would ask that the Committee recommend to Council the approval of Documents and Specifications for the 2016 Miscellaneous Street Improvements project. This will allow staff to put the project out to bid.



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: Monica Irelan, City Manager
From: Chad E. Lulfs, P.E., P.S., Director of Public Works
cc: Mayor & City Council
Greg Heath, City Finance Director
Date: March 14, 2016
Subject: 2016 Miscellaneous Streets Project – Approval of Plans & Specifications

The City of Napoleon's Department of Public Works requests approval of the plans and specifications for the 2016 Miscellaneous Streets Project. This project consists of resurfacing: First Street from the Dead End to the first drive north of Oak Street; Oak Street from Daggett Drive to First Street; Pontious Place from S. Perry Street to First Street; Lakeview Drive from the Cul-de-sac to Oakwood Avenue; Bauman Place from the Cul-de-sac to Lakeview Drive; Old Creek Drive from the Cul-de-sac to Oakwood Avenue; and Oakwood Avenue from the Overpass to the south side of the Oakwood Plaza. Also included is the reconstruction of the alley from Lagrange Street north into the Chief Supermarket Parking Lot.

Engineer's Estimate of Construction: \$385,000.00.

CEL



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: Monica Irelan, City Manager
From: Chad E. Lulfs, P.E., P.S., Director of Public Works
cc: Mayor & City Council
Greg Heath, City Finance Director
Date: March 14, 2016
Subject: 2016 Microsurfacing Project – Approval of Plans & Specifications

The City of Napoleon's Department of Public Works requests approval of the plans and specifications for the 2016 Microsurfacing Project. This project consists of microsurfacing Woodlawn Avenue from W. Clinton Street to Glenwood Avenue.

Engineer's Estimate of Construction: \$65,000.00.

CEL

City of Napoleon, Ohio
Board of Public Affairs (BOPA)

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

Special Meeting Agenda
Monday, March 14, 2016 at 6:45pm

- I. Approval of Minutes (*In the absence of any objections or corrections, the Minutes shall stand approved*)

- II. Review/Approval of the Power Supply Cost Adjustment Factor for March:
PSCAF three (3) month averaged factor: - \$0.00317
JV2: \$0.035676
JV5: \$0.035676

- III. Electric Department Report

- IV. Any other matters to come before the Board

- V. Adjournment

Gregory J. Heath, Finance Director/Clerk of Council

City of Napoleon, Ohio
Board of Public Affairs

Meeting Minutes
Monday, February 8, 2016 at 6:30pm

PRESENT

Members
Electric Committee
City Staff

Mike DeWit – Chair, Dr. David Cordes, Nick Frysinger
Patrick McColley, Dan Baer
Monica S. Irelan, City Manager
Dennis Clapp, Electric Superintendent
Gregory J. Heath, Finance Director/Clerk of Council
Lisa L. Nagel, Law Director
Jason P. Maassel, Mayor
Bobby Stites, Assistant MIS Director
Tammy Fein

Recorder
Others

ABSENT

Travis Sheaffer

Call To Order

Chairman DeWit called the meeting to order at 6:30pm.
Acting Chairman McColley called the meeting to order at 6:30pm.

Swearing In: Frysinger

Mayor Maassel swore in Nick Frysinger to the Board of Public Affairs and administered the Oath of Office.

Approval Of Minutes

The January 11 meeting minutes stand approved as presented with no objections or corrections.

Review Of Power Supply Cost Adjustment Factor

The electric Power Supply Cost Adjustment Factor for February was presented for review.

BOPA Motion To Recommend Approval Of Power Supply Cost Adjustment Factor

Motion: Cordes Second: Frysinger
To recommend approval of Power Supply Cost Adjustment Factor for February 2016 as follows:
PSCAF three (3) month averaged factor: -\$0.00747
JV2: \$0.032455
JV5: \$0.032455

DeWit believes that the spreadsheet may be incorrect at Column C; Heath explained that the sum shown is the total of the prior month's figures that are not shown on the printed format of the spreadsheet provided by DeWit; Heath showed that the prior months are above the current month, not below.

Passed
Yea- 3
Nay- 0

Roll call vote on above motion:
Yea- Cordes, DeWit, Frysinger
Nay-

Motion To Accept BOPA Recommendation For Approval Of Power Supply Cost Adjustment Factor

Motion: Baer Second: McColley
To accept the BOPA recommendation for approval of Power Supply Cost Adjustment Factor for February 2016 as follows:
PSCAF three (3) month averaged factor: -\$0.00747
JV2: \$0.032455

Electric Dept. Report February 2016

Line Division/Service Truck: Line crews replaced three 69KV transmission poles on Rd. 12 North of Rd. O. Crews performed shutoffs for utility billing dept. Crews set up temporary electric pole for FD mobile hearing lab. Crews worked on upgrades on Rd. U between roads 16 and 17. Linemen retagged power poles. Crews helped tree trimming crew trim a large tree on road 13. Linemen completed new URD on Rd. 15 North of Rd. T. A crew removed the traffic lights at the intersections of S. Perry & Rohrs and Woodlawn & Clairmont. Crews attended an AMP safety meeting. Crews performed shop and truck maintenance. Our serviceman completed work orders, locates, attended AMP safety training and helped crews as needed.

Substation Division: Personnel worked on programming a recloser. They performed monthly inspections and maintenance at all substations. Personnel also worked on NERC compliance and attended AMP safety meeting.

Tree Trimming Crew: The Tree crew performed tree trimming on Rd. 15,15B,13,Briarcliff,424 West, Rd. P, East Clinton, attended AMP safety meeting and performed shop/truck maintenance.

Store room/Inventory/ Meter Reading: Shawn read meters and performed purchasing duties. He also cleaned and organized inventory and helped with projects as needed.

Electric System: The Peak Load for February, 2016 was 23.63 MW occurring on the 10th at 8:00 P.M. This was a decrease of 1.92 MW compared to February, 2015. The average load for February was 18.73 MW. This was a decrease of 1.55 MW compared to February 2015. JV 5 ran for testing on 2/19/16 and JV2 ran for testing on 2/22/16. The Gas Turbines did not run in February, 2016. The AMP solar field showed a peak of 3.69 MW on 2/28/16. The output for the month of February, 2016 was 342.81 MWh.

03/03/16 DPC

City of Napoleon, Ohio



SUMMARY OF FEBRUARY 2016 OUTAGE/STANDBY CALL-OUTS

February 2, 2016:

Electric personnel were dispatched to T-599 County Road 15B at 5:00 p.m. for an outage call. The crew replaced a cutout fuse.

February 6, 2016:

Electric personnel were dispatched to 10-196 State Route 110 at 12:40 p.m. to check on overhead wires. The request was made by the Fire department.

February 19, 2016:

Electric personnel were dispatched to 620 Sheffield Drive at 11:50 p.m. for a tree limb in the electric lines. The Limb was removed.

February 19, 2016:

Electric personnel were dispatched to 525 Cambridge at 9:30 p.m. for an outage call. The crew replaced a fuse and repaired a wire from the cutout to the transformer.

February 20, 2016:

Electric personnel were dispatched to 1475 Scott Street at 11:00 a.m. for flickering lights. The crew fixed a broken neutral wire.

February 24, 2016:

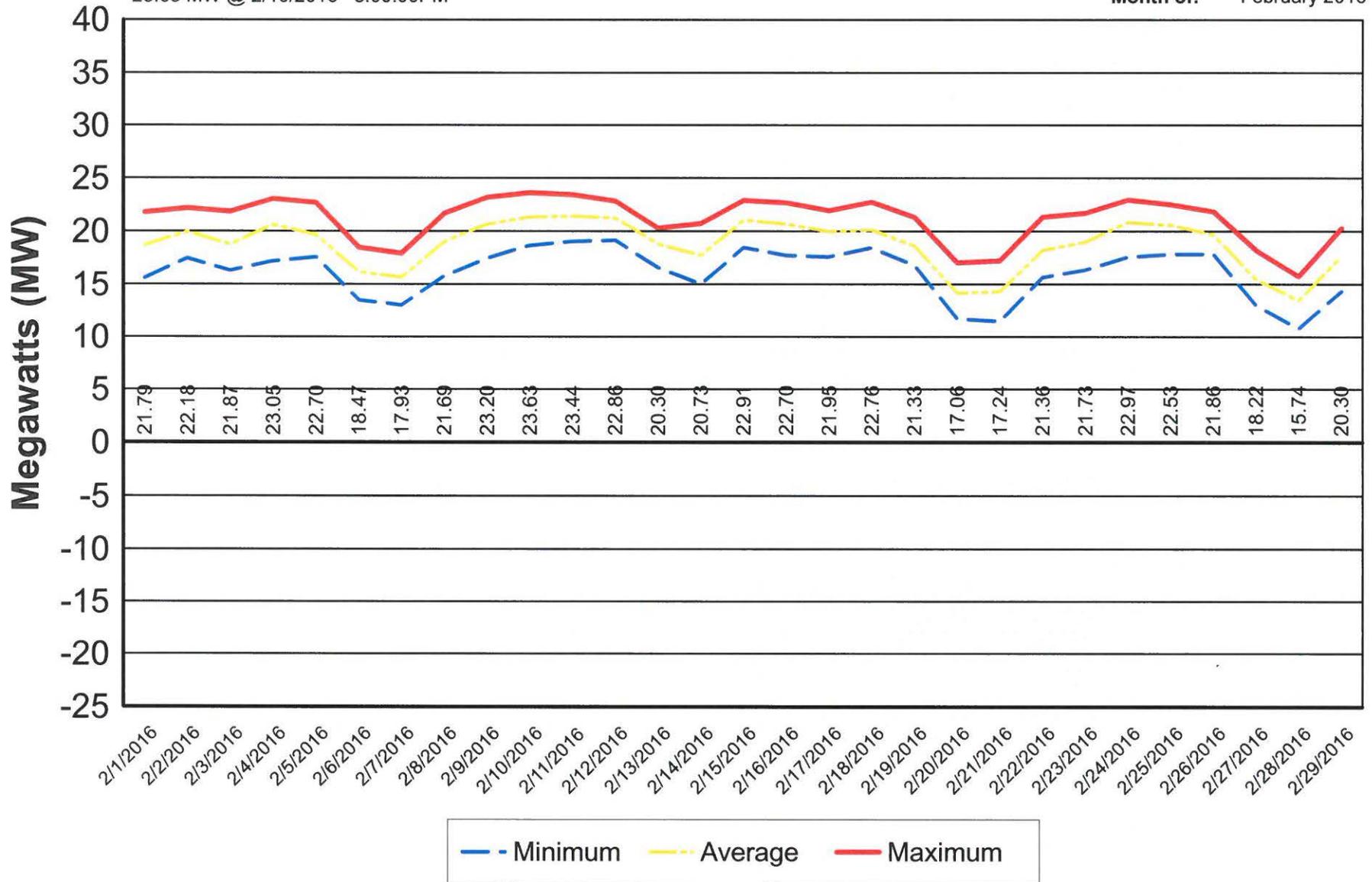
Electric personnel were dispatched to 14516 County Road 424 at 6:00 a.m. for a tree limb in the electric lines. The limb was removed and a fuse was replaced in the cutout.

Napoleon Power & Light

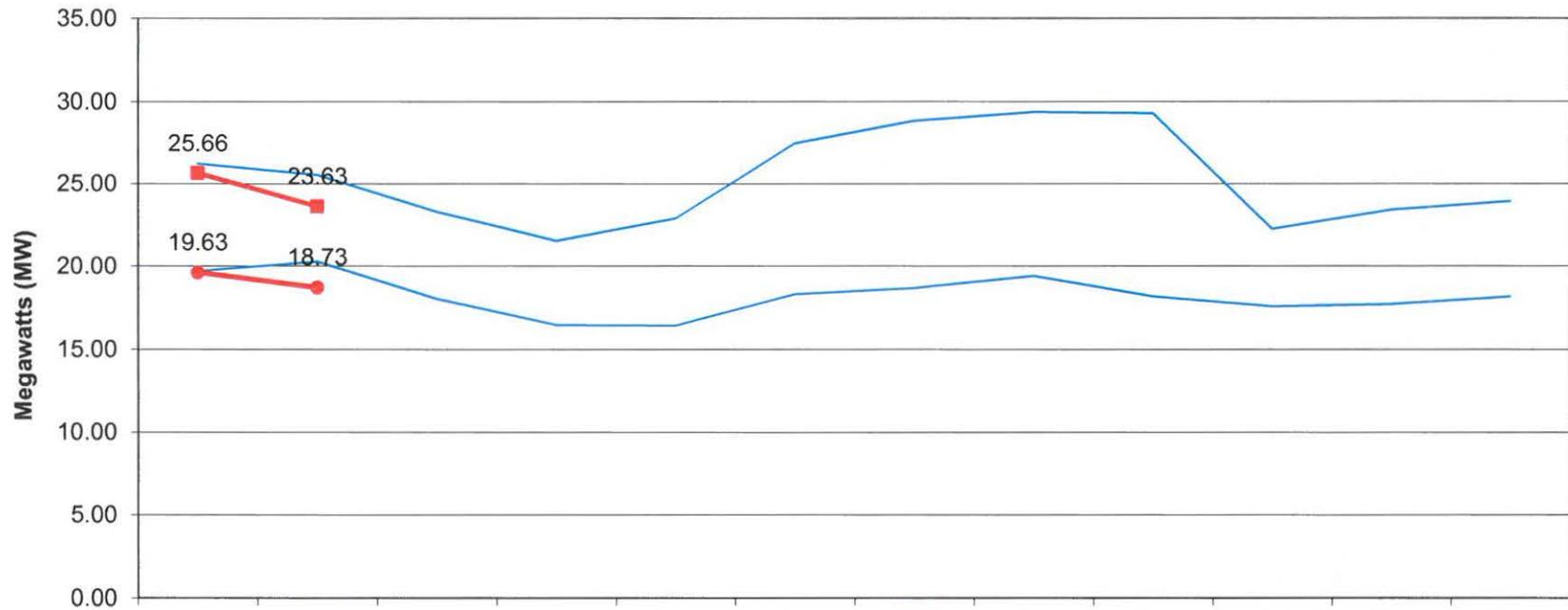
System Load

Peak Load:
23.63 MW @ 2/10/2016 8:00:00PM

Month of: February 2016



NAPOLEON POWER & LIGHT



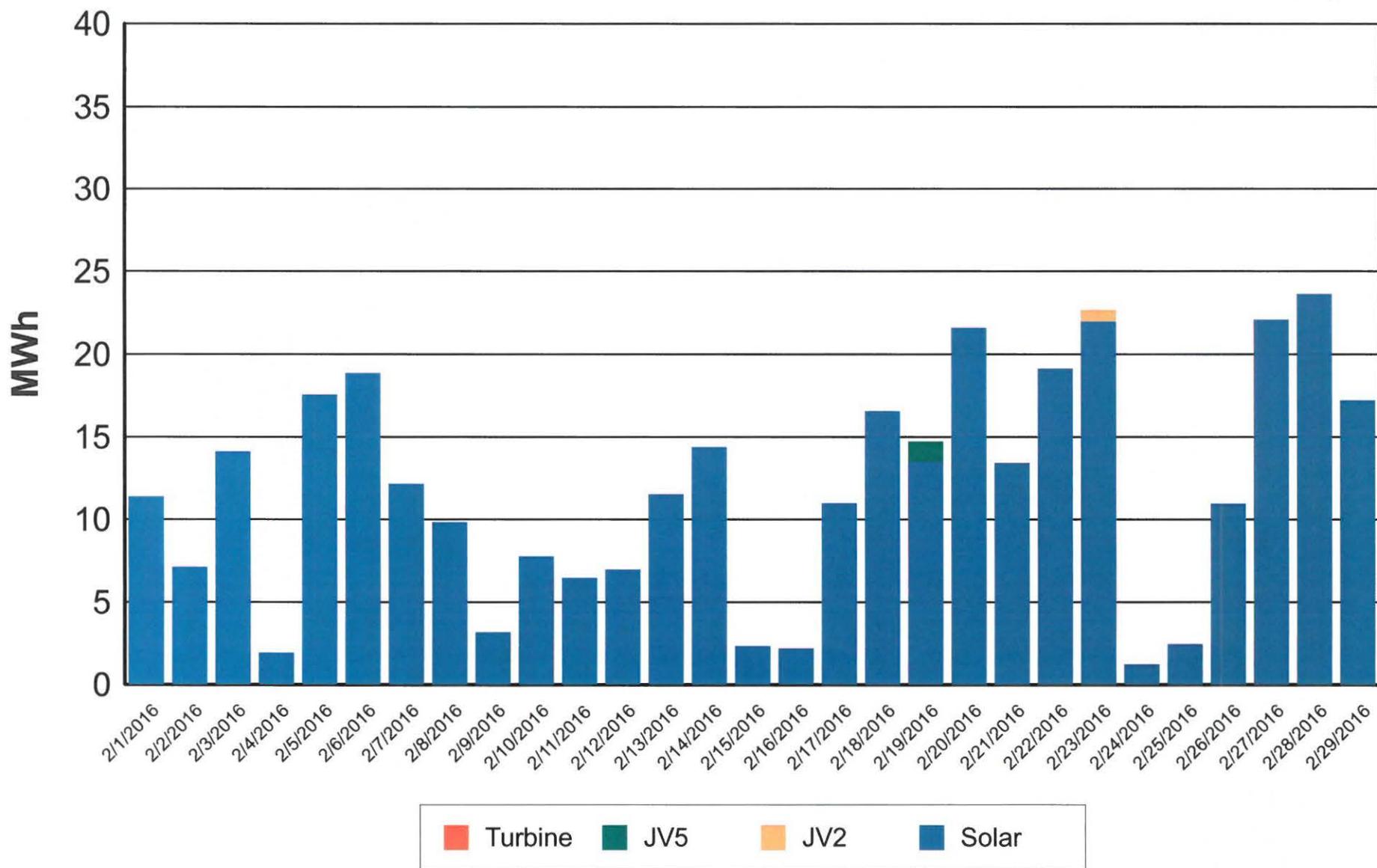
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	1/1/2015	2/1/2015	3/1/2015	4/1/2015	5/1/2015	6/1/2015	7/1/2015	8/1/2015	9/1/2015	10/1/2015	11/1/2015	12/1/2015
— 2015 MAX	26.22	25.55	23.31	21.55	22.90	27.47	28.83	29.37	29.29	22.25	23.43	23.94
— 2015 AVG	19.70	20.28	18.05	16.48	16.43	18.33	18.71	19.43	18.19	17.59	17.72	18.17
—■ 2016 MAX	25.66	23.63										
—● 2016 AVG	19.63	18.73										



Napoleon Power & Light

Daily Generation Output

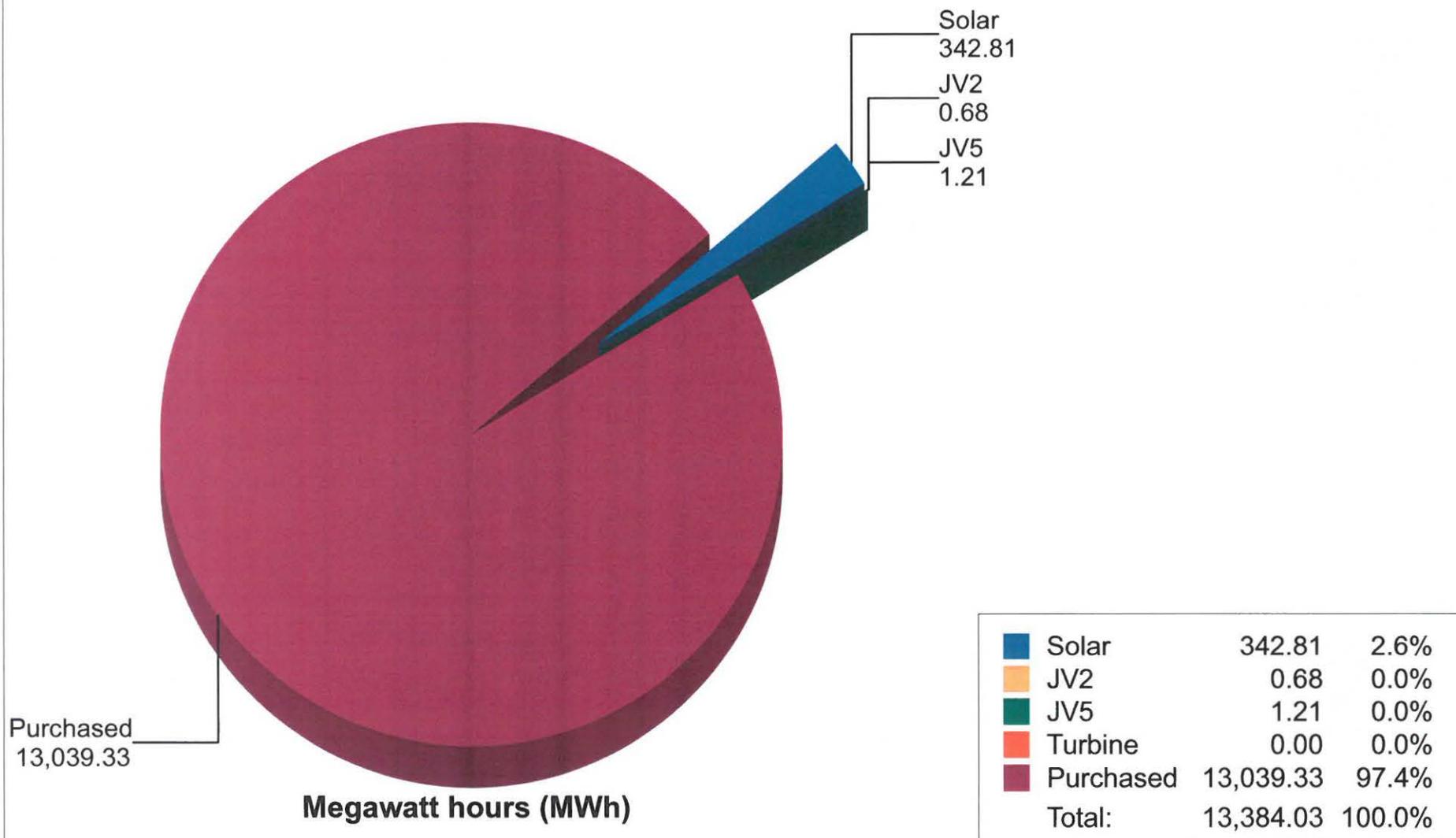
February 2016



Napoleon Power & Light

Power Portfolio

February 2016



City of Napoleon, Ohio

City Council

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

Special Meeting Agenda

Monday, March 14, 2016 at 7:00pm

A. Attendance *(noted by the Clerk)*

B. Prayer & Pledge of Allegiance

C. Recognition of Assistant Fire Chief Tony Druhot

D. Approval of Minutes: February 13 and 15 *(in the absence of any objections or corrections, the minutes shall stand approved)*

E. Citizen Communication

F. Reports from Council Committees

1. **Technology & Communication Committee** did not meet on Monday, March 7 at the direction of the Chair.

2. **Electric Committee** did not meet tonight at the direction of the Chair.

3. **Municipal Properties, Buildings, Land Use & Economic Development Committee** met tonight at 6:00pm and discussed:

a. St. Paul Methodist parking lot lease (Tabled)

b. Internal Standard Operating Procedure For A Review Process of the City Engineering Rules

c. Draft Assessment Policy and Assessment Percentages (Tabled)

d. 2016 Miscellaneous Street Paving Program

4. **Finance & Budget Committee** did not meet on Monday, February 22 due to lack of agenda items.

5. **Safety & Human Resources Committee** met with the Townships on Monday, February 22 and recommended:

a. Approval of EMS Costs and Revenues using 2015 Actuals for use in determining 2016 Contracts to Townships and Henry County South Joint Ambulance District

G. Reports from Other Committees, Commissions and Boards *(informational only – not read)*

1. **Board of Public Affairs** met on Monday, March 7 and recommended:

a. Approval of the March Power Supply Adjustment Factor

2. **Parks & Recreation Board** met on Monday, February 29 with the following agenda items:

a. Discussion on future Swimming Pool improvements

b. Discussion on Spring Recreation Programs

3. **Civil Service Commission** did not meet on Tuesday, February 23 due to lack of agenda items.

H. Introduction of New Ordinances and Resolutions

1. **Resolution No. 003-16**, a Resolution Authorizing Contracts with the Townships of Napoleon, Harrison, Freedom and Henry County South Joint Ambulance District for Fire Service and/or Emergency Medical Service Commencing April 1, 2016; and Declaring an Emergency (Suspension Requested)

2. **Ordinance No. 004-16**, an Ordinance amending Ordinance No. 073-15 to use alternate Vacation Plat language for the Vacation of a portion of a certain alley and roadway; the alternate language is as follows: "A parcel of land lying adjacent with Lots 10 through 17, inclusive, in Henry Yeager's Second Addition, also lying adjacent with Lots 12 through 16, inclusive, and Lot 18 in David C. Stafford's First Addition and also being roadways within the Southwest quarter of fractional Section 13, Town 5 North, Range 6 East, all being in the City of Napoleon, Henry County, Ohio"; and declaring an Emergency (Suspension Requested)

3. **Ordinance No. 005-16**, an Ordinance supplementing the annual Appropriation Measure (Supplement No. 1) for the year 2016; and declaring an Emergency (Suspension Requested)

4. **Resolution No. 006-16**, a Resolution authorizing the expenditure of funds over twenty five thousand dollars (\$25,000.00) related to the installation of UV units for the Water Treatment Plant Rehabilitation Project; and authorizing the City Manager to enter into a Contract with the low bidder who will be required to purchase and install UV units manufactured by Trojan Technologies; and declaring an Emergency (Suspension Requested)

5. Resolution No. 007-16, a Resolution authorizing the transfer of certain property to wit; a portion of Parcel No. 28-0700320200 owned by the City to the Community Improvement Corporation of Henry County, Ohio; and declaring an Emergency (Suspension Requested)

I. Second Readings of Ordinances and Resolutions

There are no Second Readings of Ordinances and Resolutions.

J. Third Readings of Ordinances and Resolutions

There are no Third Readings of Ordinances and Resolutions.

K. Good of the City *Any other business as may properly come before Council, including but not limited to:*

1. Discussion/Action: Recommendation to approve March Power Supply Cost Adjustment Factor as follows:

PSCAF three (3) month averaged factor: - \$0.00317

JV2: \$0.035676

JV5: \$0.035676

2. Discussion/Action: Approval of option of renovation of the City swimming pool

3. Discussion/Action: Approval of Plans, Specifications, Documentation and Contracts for the cleaning of the Water Treatment Plant lime sludge lagoons

4. Discussion/Action: Approval of Plans, Specifications, Documentation and Contracts for bidding the Water Treatment Plant UV Disinfectant Improvements Project

5. Discussion/Action: Approval of Plans, Specifications, Documentation and Contracts for the 2016 Miscellaneous Street Paving Program

6. Discussion/Action: Approval of Plans, Specifications, Documentation and Contracts for the 2016 Microsurfacing Project

7. Discussion/Action: Purchase of a used Berm Spreader

L. Executive Session: Economic Development and Pending Litigation

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

N. Adjournment

Gregory J. Heath, Finance Director/Clerk of Council

A. Items Referred or Pending in Committees of Council

1. Technology & Communication Committee (1st Monday)

(Next Regular Meeting: Monday, April 4 @ 6:15 pm)

- a. NCTV Contract and Financial Reports
- b. Review of social media presence: Facebook and Blog statistics
- c. Time Warner Cable Contract

2. Electric Committee (2nd Monday)

(Next Regular Meeting: Monday, April 11 @ 6:30 pm)

- a. Review of Power Supply Cost Adjustment Factor
- b. Electric Department Report

3. Water, Sewer, Refuse, Recycling & Litter Committee (2nd Monday)

(Next Regular Meeting: Monday, April 11 @ 7:00 pm)

4. Municipal Properties, Buildings, Land Use & Economic Development Committee (2nd Monday)

(Next Regular Meeting: Monday, April 11 @ 7:30 pm)

- a. Discussion regarding St. Paul Methodist Church parking lot lease (Tabled)
- b. Review of current Engineering Rules (Tabled)
- c. Review of Assessment percentages (Tabled)
- d. Updated Info from Staff on Economic Development (as needed)

5. Parks & Recreation Committee (3rd Monday)

(Next Regular Meeting: Monday, March 21 @ 6:15 pm)

6. Finance & Budget Committee (4th Monday)

(Next Regular Meeting: Monday, March 28 @ 6:30 pm)

7. Safety & Human Resources Committee (4th Monday)

(Next Meeting: Monday, March 28 @ 7:30 pm)

2015 Regular Meetings with Townships scheduled for February and November

8. Personnel Committee (As needed)

9. Ad Hoc Committee on Strategic Vision (As needed)

10. Charter Review Commission (As needed)

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

1. Board of Public Affairs (2nd Monday)

(Next Regular Meeting: Monday, April 11 @ 6:30 pm)

- a. Review of Power Supply Cost Adjustment Factor
- b. Electric Department Report

2. Board of Zoning Appeals (2nd Tuesday)

(Next Regular Meeting: Tuesday, April 12 @ 4:30 pm)

3. Planning Commission (2nd Tuesday)

(Next Regular Meeting: Tuesday, April 12 @ 5:00 pm)

4. Tree Commission (3rd Monday)

(Next Regular Meeting: Monday, March 21 @ 6:00 pm)

5. Civil Service Commission (4th Tuesday)

(Next Regular Meeting: Tuesday, March 22 @ 4:30 pm)

6. Parks & Recreation Board (Last Wednesday)

(Next Regular Meeting: Wednesday, March 30 @ 6:30 pm)

7. Privacy Committee (2nd Tuesday in May & November)

(Next Regular Meeting: Tuesday, May 10 @ 10:30 am)

8. Records Commission (2nd Tuesday in June & December)

(Next Regular Meeting: Tuesday, June 14 @ 4:00 pm)

9. Housing Council (1st Monday of the month after the TIRC meeting)

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)

16. Board of Building Appeals (As needed)

17. ADA Compliance Board (As needed)

18. NCTV Advisory Board (As needed)

City of Napoleon, Ohio
City Council
in Joint Session with
County Commissioners

Special Meeting Minutes
Saturday, February 13, 2016 at 9:00am

PRESENT

Council

City Staff

Commissioners

Recorder

Absent

Call To Order

**Motion To Approve The
Agenda**

Passed

Yea- 7

Nay- 0

**Sheaffer Moved The Agenda To
Review Good Of The City First**

**Discussion Regarding The
Current Senior Center Building**

Travis Sheaffer – President, Patrick McColley – President Pro Tem, Jeff Comadoll, Rita Small, Dan Baer, Jon Tassler, Joe Bialorucki

Monica Irelan, City Manager

Jason Maassel, Mayor

Tom VonDeylen, Glenn Miller, Robert Hastedt

Monica Irelan

None

President Sheaffer called the meeting to order at 9:00am.

Motion: Small Second: Tassler
To approve the agenda

Roll call vote on above motion:

Yea- Bialorucki, Tassler, Small, McColley, Sheaffer, Comadoll, Baer

Nay-

Irelan distributed a Powerpoint presentation outlining the collaborative work between the City and the County; see attached.

Irelan reported that in 1977, the County and City entered into a joint acquisition of the current senior center facility in which the County owns sixty percent (60%) and the City owns forty percent (40%). Irelan reported that in 2002 the County and City entered into a separate, augmenting agreement which stated that the City shall furnish employees to promote recreational programs and pay for those employees, and the County will furnish an estimated maintenance cost to the City for budgeting purposes; the maintenance cost is split sixty percent (60%) to the County and forty percent (40%) to the City, based on ownership. Irelan reported that the agreement also states that the City Manager will have a seat on the Board and the County will keep the Senior Center in Napoleon, adding that there are clauses in the contract on what to do with the facility if vacated, including sell the property which would involve having three (3) appraisals done; one (1) chosen by the City, one (1) chosen by the County, and a third chosen jointly. Irelan reported that the County has the first right to purchase by buying out the City's share and if the County does not want it, the City can buy out the County's share, and if neither want it, it can be sold "in accordance with the terms of the statutes of the State of Ohio." Irelan noted that there has been some private interest in the current facility to be used as leased office space; Miller stated that he had heard the same information. VonDeylen suggested that the County may be interested in purchasing the facility for records storage, adding that this would be researched further. Miller suggested the facility being sold to the CIC for the cost of one dollar (\$1), then moving the

City of Napoleon, Ohio
City Council

Meeting Minutes
Monday, February 15, 2016 at 7:00pm

PRESENT	
Council	Travis Sheaffer – President, Patrick McColley – President Pro Tem, Dan Baer, Joe Bialorucki, Jeff Comadoll, Rita Small, Jon Tassler
Mayor	Jason P. Maassel
City Manager	Monica S. Irelan
Law Director	Lisa L. Nagel
Finance Director/ Clerk Of Council	Gregory J. Heath
Recorder	Tammy Fein
City Staff	Robert Weitzel, Police Chief Dennie Clapp, Electric Department Superintendent Tony Cotter, Director of Parks & Recreation Clayton O’Brien, Fire Chief Jeff Rathge, Operations Superintendent Dan Wachtman, MIS Administrator News Media; NCTV
Others	
ABSENT	
Council	
Others	
Call To Order	President Sheaffer called the meeting to order at 7:00pm with the Lord’s Prayer followed by the Pledge of Allegiance.
Approval Of Minutes	Minutes of the February 1 Council meeting stand approved as read with no objections or corrections.
Citizen Communication	None
Reports From Committees	Chairman Bialorucki reported that the Parks & Recreation Committee met tonight and discussed: 1. City Pool operations and options Chairman Sheaffer reported that the Electric Committee met on February 8 and recommended: 1. Approval of Power Supply Cost Adjustment Factor The Water, Sewer, Refuse, Recycling & Litter Committee did not meet on February 8 due to lack of agenda items. Chairman McColley reported that the Municipal Properties, Buildings, Land Use & Economic Development Committee met on February 8 and recommended: 1. Tabling discussion of the St. Paul Methodist Church parking lot lease for

Nay- 0

**Approval Of Plans,
Specifications,
Documentation & Contracts
For The Purchase Of A
Bucket Truck For The
Electric Department Off
State Contract**

**Motion To Approve Plans,
Specifications,
Documentation &
Contracts For The
Purchase Of A Bucket
Truck For The Electric
Department Off State
Contract**

**Passed
Yea- 7
Nay- 0**

**Approval Of Plans,
Specifications,
Documentation, & Contracts
For The Dodd Street Project**

**Motion To Approve Plans,
Specifications,
Documentation, &
Contracts For The Dodd
Street Project**

Nay-

Irelan reported that included in the 2016 final Budget, account number 503.6110.57000, was the purchase of a bucket truck for the Electric Department. Irelan requested approval of the purchase of a fifty five foot (55') material handling aerial unit under State of Ohio contract; the purchase price is \$269,790, which is lower than the approved budget amount of \$270,000. Irelan is requesting approval of the Plans, Specifications, Documentation & Contracts for the purchase of a bucket truck for the Electric Department.

Motion: Comadoll Second: Bialorucki
To approve Plans, Specifications, Documentation & Contracts for the purchase of a bucket truck for the Electric Department off State Contract

Roll call vote on above motion:
Yea- Tassler, Small, McColley, Sheaffer, Comadoll, Baer, Bialorucki
Nay-

Irelan reported that the Department of Public Works is requesting approval of the plans and specifications for the Dodd Street project; this project consists of the reconstruction of Dodd Street from Scott Street to Lagrange Street and from Lagrange Street north approximately four hundred linear feet (400lf) north; resurfacing Dodd Street from the end of the reconstruction through the cul-de-sac; replacing all of the existing concrete walks and installing concrete drive approaches and curbing; replacing a portion of the sanitary sewer main and installing new sanitary sewer services; extending the storm sewer main and installing storm taps to all properties along the project; replacing the waterline from Scott Street to the north end of the project. Irelan reported that the Engineer's Estimate for this project exceeds the budget by \$40,000 due to the addition of the resurfacing on the north end of the project, however additional grant money was obtained since the passing of the Budget; with this grant money we will be able to stay within the City's portion of the cost of the project. Irelan reported the Engineer's Estimate of Construction totaling \$805,000, while the budgeted amount for Construction totaling \$765,000, adding that there is a CDBG Critical Infrastructure Grant attached to this project; the original amount of the grant totaling \$195,000 and the revised amount of the grant totaling \$285,000.

Motion: Small Second: Bialorucki
To approve Plans, Specifications, Documentation & Contracts for the Dodd Street Project

received the year 1 contract; Advanced Rehabilitation Technology's bid for Year 2 was \$79,296.00. Irelan reported that the annual budget amount for each year is \$90,000, and this project consists of cleaning various sections of the sanitary sewer collection system. Irelan is requested that Council pass a motion to execute a renewal contract with Advanced Rehabilitation Technology for the Sanitary Sewer Cleaning Project for year 2 in the amount of \$79,296.

Motion To Approve The Sanitary Sewer Cleaning Program Year 2

Motion: Small Second: Bialorucki
To approve the Sanitary Sewer Cleaning Program year 2

Passed
Yea- 7
Nay- 0

Roll call vote on above motion:
Yea- Tassler, Small, McColley, Sheaffer, Comadoll, Baer, Bialorucki
Nay-

Mayor's Appointment To The Charter Review Commission

Nagel reported that the Mayor needs to be appointed to the Charter Review Commission by Council as he is not allowed to appoint himself per the Charter.

Motion To Deappoint Behm From The Charter Review Commission

Motion: McColley Second: Comadoll
To deappoint Ron Behm from the Charter Review Commission

Passed
Yea- 7
Nay- 0

Roll call vote on above motion:
Yea- Tassler, Small, McColley, Sheaffer, Comadoll, Baer, Bialorucki
Nay-

Motion To Appoint Maassel To The Charter Review Commission

Motion: McColley Second: Comadoll
To appoint Mayor Maassel to the Charter Review Commission

Passed
Yea- 7
Nay- 0

Roll call vote on above motion:
Yea- Tassler, Small, McColley, Sheaffer, Comadoll, Baer, Bialorucki
Nay-

Mayor Maassel appointed Ron Behm to the Charter Review Commission.

Motion To Approve Maassel's Appointment Of Behm To The Charter Review Commission

Motion: Tassler Second: McColley
To appoint Ron Behm to the Charter Review Commission

Passed
Yea- 7
Nay- 0

Roll call vote on above motion:
Yea- Tassler, Small, McColley, Sheaffer, Comadoll, Baer, Bialorucki
Nay-

Approval Of Expenditure Of Funds In Excess Of \$200 For Attendance At APPA

President Sheaffer included a memo in the packet outlining the request for expenditure of funds related to attending the APPA Legislative Rally for both he and McColley; see attached. Sheaffer is requesting Council approval for

Legislative Rally For Council President & Pro Tem

Motion To Approve Expenditure Of Funds In Excess Of \$200 For Attendance At APPA Legislative Rally For Council President & Pro Tem

**Passed
Yea- 7
Nay- 0**

**Good Of The City (Cont.)
Heath**

Sheaffer Referred Review Of The Investment Policy & Updates To The Finance & Budget Committee March 28 Meeting

Tassler

Small

McColley

President Sheaffer

Mayor Maassel

Motion To Approve Maassel's Appointment Of Baer To The CIC Board

**Passed
Yea- 7**

the expenditure of \$802.96 for McColley and \$2,227.76 for travel, attendance and meals while at the APPA Legislative Rally.

Motion: Comadoll Second: Small
To approve expenditure of funds in excess of two hundred dollars (\$200) for attendance at APPA Legislative Rally for Council President and Council President Pro Tem

Roll call vote on above motion:
Yea- Tassler, Small, McColley, Sheaffer, Comadoll, Baer, Bialorucki
Nay-

Heath reported that the \$2.5 million note sale is scheduled for Thursday; Heath will update Council on the results, adding that the larger funding date must be determined to be started approximately sixty (60) days from today.

Heath reported that the Investment Policy and Updates should be discussed at the March Finance & Budget Committee; Sheaffer referred this out.

Tassler canceled the February Finance & Budget Committee meeting due to lack of agenda items.

None at this time.

McColley thanked the Fire Department for the pancake breakfast.

Sheaffer resigned from the CIC Board, adding that Maassel will appoint a replacement.

Sheaffer requested Executive Sessions for pending litigation and economic development.

Sheaffer reiterated the sentiments regarding the Fire Department pancake breakfast.

Maassel appointed Baer to the CIC Board.

Motion: Comadoll Second: Bialorucki
To approve Maassel's appointment of Baer to the CIC Board

Roll call vote on above motion:
Yea- Tassler, Small, McColley, Sheaffer, Comadoll, Baer, Bialorucki

Nay- 0

**Motion To Approve
Maassel’s Appointment Of
Miller To The Parks &
Recreation Board**

**Passed
Yea- 7
Nay- 0**

Nay-

Maassel appointed Ryan Miller to the Parks & Recreation Board.

Motion: Tassler Second: Bialorucki
To approve Maassel’s appointment of Miller to the Parks & Recreation Board

Roll call vote on above motion:
Yea- Tassler, Small, McColley, Sheaffer, Comadoll, Baer, Bialorucki
Nay-

Maassel thanked the Fire Department for the pancake breakfast.

Maassel thanked Rathge for the hospitality.

Maassel thanked Cotter for the Parks Department work.

Maassel thanked Chief for allowing him to ride along with Officer Smith.

Maassel thanked the media for their work.

Comadoll

None at this time.

Baer

Baer thanked the Fire Department for the pancake breakfast.

Baer moved the upcoming Safety & Human Resources Committee meeting to 6:00pm.

Bialorucki

None at this time.

Nagel

Nagel thanked the Fire Department for the pancake breakfast.

Irelan

None at this time.

**Motion To Go Into
Executive Session: Pending
Litigation**

**Passed
Yea- 7
Nay- 0**

Motion: Bialorucki Second: Small
To go into Executive Session to discuss pending litigation

Roll call vote on above motion:
Yea- Tassler, Small, McColley, Sheaffer, Comadoll, Baer, Bialorucki
Nay-

**Motion To Go Into
Executive Session:
Economic Development**

**Passed
Yea- 7**

Motion: Tassler Second: Comadoll
To go into Executive Session to discuss economic development

Roll call vote on above motion:
Yea- Tassler, Small, McColley, Sheaffer, Comadoll, Baer, Bialorucki



CITY OF NAPOLEON, OHIO

LAW DEPARTMENT MEMORANDUM

255 W. RIVERVIEW AVENUE, PO BOX 151

NAPOLEON, OH 43545

PHONE: 419.592.4010 - FAX: 419.592.4723

TO: Mr. Mayor, Mr. President, and Council Members
FROM: Lisa L. Nagel, City Law Director
DATE: March 11, 2016

Re: New Legislation for 3/14/16 Council Meeting,

- (1) For Monday's Council Meeting (3/14/16), you will have four new pieces of Legislation to consider. The legislation is found in your Council packet. First, **Resolution 003-16** is titled, "A Resolution Authorizing Contracts with the Townships of Napoleon, Harrison, Freedom, and Henry County South Joint Ambulance District for Fire Service and/or Emergency Medical Service Commencing April 1, 2016; and Declaring an Emergency." This is annual legislation authorizing the City of Napoleon to enter into annual service contracts with the aforementioned entities to provide fire and EMS services. No significant changes have been made to the contracts.
- (2) Second, **Ordinance No. 004-16** is titled, "An Ordinance Amending Ordinance No. 073-15 to Use Alternate Vacation Plat Language for the Vacation of a Portion of a Certain Alley and Roadway; The Alternate Language is as follows: 'A Parcel of Land Lying Adjacent with Lots 10 Thru 17, Inclusive, in Henry Yeager's Second Addition, Also Lying Adjacent with Lots 12 Through 16, Inclusive, and Lot 18 in David C. Stafford's 1st Addition and also being Roadways within the Southwest Quarter of Fractional Section 13, Town 5 North, Range 6 East, all being in the City of Napoleon, Henry County, Ohio'; and Declaring an Emergency." You may recall passing Ordinance No. 073-15 (copy attached to this Memo) on January 18, 2016. That piece of legislation allowed the City to vacate a portion of the alley by the old Central Middle School in order for the School District to auction the property. After the legislation was passed, the Henry County Recorder's Office notified the surveyor that his legal description needed additional language added. So, on February 24, 2016, the surveyor provided an updated map with updated vacation plat language. As a result, Council is asked to pass **Ordinance No. 004-16** in order for the County to record the updated map. (So, the only difference between Ord. No. 073-15 and Ord. No. 004-16 is the updated legal description).
- (3) Third, **Ordinance No. 005-16** is titled, "An Ordinance Supplementing the Annual Appropriation Measure (Supplement No. 1) for the year 2016; and Declaring an Emergency." Exhibit A to this Ordinance identifies various supplements to be made to the 2016 budget.

- (4) **Fourth, Ordinance No. 006-16** is titled, “A Resolution Authorizing the Expenditure of Funds over \$25,000.00 Related to the Installation of UV Units for the Water Treatment Plant Rehabilitation Project; and Authorizing the City Manager to Enter into a Contract with the Low Bidder who will be Required to Purchase and Install UV Units Manufactured by Trojan Technologies; and Declaring an Emergency.” This is necessary sole sourcing legislation as the plans and specifications for the water treatment plant rehabilitation project require the installation of UV Units manufactured by Trojan Technologies.
- (5) Your Agenda shows **Ordinance No. 007-16**. However, this legislation is not ready for presentation at the March 14, 2016 meeting as we’re still waiting on information from the CIC. Council President Sheaffer can move the Agenda along when we get to that item.
- (6) Finally, please note all pieces of legislation are presented as emergency measures and a request will be made for suspension of the 3-read rule.

As always, if you have any questions, please contact me.

Thank you.

/s/ Lisa L. Nagel
City Law Director

ORDINANCE NO. 073-15

AN ORDINANCE VACATING A PORTION OF A CERTAIN ALLEY AND ROADWAY LOCATED AT 303 WEST MAIN STREET IN HENRY YEAGER'S 2ND ADDITION; ALSO PORTIONS OF ROADWAYS WITHIN THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 13, TOWN 5 NORTH, RANGE 6 EAST, ALL BEING IN THE CITY OF NAPOLEON, HENRY COUNTY, OHIO

WHEREAS, an application for a public hearing was filed by The Napoleon Area City School District requesting the City vacate an alley and roadway located in the South and East parking lots of the Napoleon Middle School property at 303 West Main Street which is located in Henry Yeager's 2nd Addition, along with portions of the roadway within the Southwest Quarter of Fractional Section 13, Town 5 North, Range 6 East, all being in the City of Napoleon, Ohio, pursuant to Chapter 909 of the Codified Ordinances of the City of Napoleon, Ohio, and Chapter 723 of the Ohio Revised Code; and,

WHEREAS, the Planning Commission held a Public Hearing (PC-15-04) on December 8, 2015 at 5:00p.m., after being duly published, and there was no opposition; and,

WHEREAS, the Planning Commission passed Resolution No. PC-15-04 recommending that said property be vacated by Napoleon City Council; Now Therefore,

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

Section 1. That, this Council finds there has been compliance with all applicable provisions of Chapter 909 of the Codified Ordinances of the City of Napoleon, Ohio, and Chapter 723 of the Ohio Revised Code, in regard to vacation of a certain alley and roadway as more particularly described in Section 2 of this Ordinance, including but not limited to the notice requirement.

Section 2. That, this Council finds there exists a petition signed by an authorized person on behalf of The Napoleon Area City School District owning lots 10 thru 17 in Henry Yeager's 2nd Addition and also portions of the Southwest quarter of Fractional Section 13, Town 5 North, Range 6 East all being in the City of Napoleon, Henry County, Ohio, as shown on the plat currently on file in the office of the Zoning Administrator and as shown on Exhibit "A" which is attached and incorporated herein.

Section 3. That, this Council further finds there is good cause for such alley and roadway vacation as prayed for, that such vacation of the alley and roadway will not be detrimental to the general interests of the public.

Section 4. That, the City Engineer is hereby instructed to present the vacation plat of said vacated alley and roadway to the Clerk of Council and the Clerk is instructed to endorse upon such plat, the action of this Council in vacating such alley and roadway and to cause this Ordinance and the said plat to be recorded in the office of the Recorder of Henry County, Ohio.

Section 5. That, the Clerk of Council is directed to notify the Auditor of Henry County, Ohio of the vacation, by sending a copy of this Ordinance.

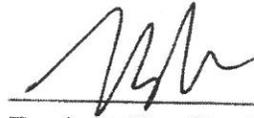
Section 6. That, the directives as stated in Sections 4 & 5 shall only be completed after payment of all costs to the City owed by the petitioner as established in Chapter 909 of the Codified Ordinances of the City of Napoleon, Ohio, including, but not limited to a non-refundable petition processing fee of \$25.00, plus publication costs, to be paid at the time the petition is filed. If actual publication costs cannot be determined, then an estimated cost as determined by the City shall be paid by the petitioner.

Section 7. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Ordinance were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon Ohio.

Section 8. That, if any other prior Ordinance or Resolution is found to be in conflict with this Ordinance, then the provisions of this Ordinance shall prevail. Further, if any portion of this Ordinance is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof.

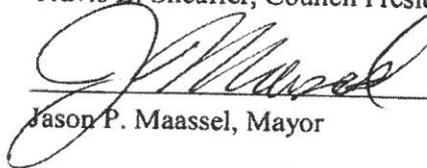
Section 9. That, upon passage, this Ordinance shall take effect at the earliest time permitted by law.

Passed: January 18, 2016



Travis B. Sheaffer, Council President

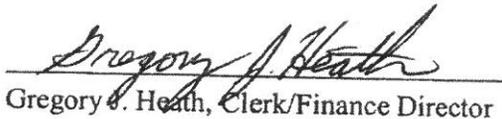
Approved: January 18, 2016



Jason P. Maassel, Mayor

VOTE ON PASSAGE 7 Yea 0 Nay 0 Abstain

Attest:


Gregory J. Heath, Clerk/Finance Director

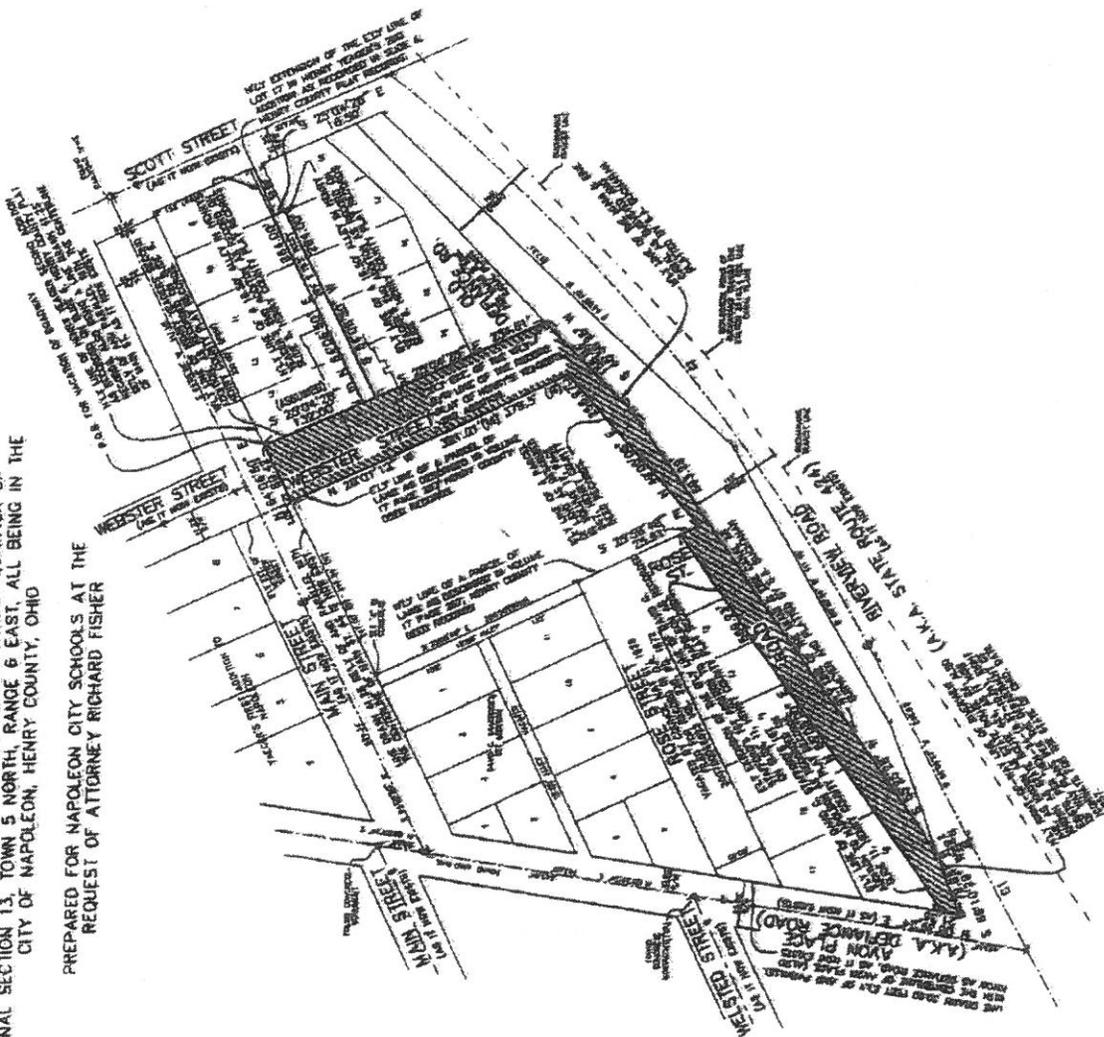
I, Gregory J. Heath, Clerk/Finance Director of the City of Napoleon, do hereby certify that the foregoing Ordinance No. 073-15 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____; & I further certify the compliance with rules established 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

VACATION PLAT

A PORTION OF THE ALLEY LOCATED WITHIN HENRY YEAGER'S 2ND ADDITION; ALSO PORTIONS OF ROADWAYS WITHIN THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 13, TOWN 5, NORTH, RANGE 6 EAST, ALL BEING IN THE CITY OF NAPOLEON, HENRY COUNTY, OHIO

PREPARED FOR NAPOLEON CITY SCHOOLS AT THE REQUEST OF ATTORNEY RICHARD FISHER



LEGEND

- SET CAPPED IRON REBAR (STAMPED R.S. 5812)
- △ SET IRON NAIL
- × SET "V" CUT
- △ FOUND PK MAIL PREVIOUS SURVEY
- △ FOUND MONUMENT BOX PREVIOUS SURVEY
- FOUND RAILROAD SPIKE
- FOUND IRON PIN
- FOUND IRON PIPE
- OFFICIAL RECORD
- ML MEASURED DISTANCE
- R RECORD DISTANCE
- ▨ PROPOSED ROADWAY VACATION AREA CONTAINS 87,373 SQ. FT. OR 1.916 ACS
- ▨ PROPOSED ALLEY VACATION AREA CONTAINS 4,356 SQ. FT. OR 0.100 ACS
- ▨ TOTAL VACATION AREA CONTAINS 91,729 SQ. FT. OR 2.016 ACS



PLANNING COMMISSION CERTIFICATE

UNDER THE AUTHORITY PROVIDED BY OHIO R.C. CHAPTER 711 AND CHAPTER 1103 OF THE NAPOLEON CODED REVISIONS, THIS PLAT IS HEREBY APPROVED BY THE PLANNING COMMISSION OF THE CITY OF NAPOLEON.

DATE: _____ CHAIRMAN _____
 CLERK OF COUNCIL _____

CITY COUNCIL CERTIFICATE

UNDER THE AUTHORITY PROVIDED BY OHIO R.C. CHAPTER 711 AND CHAPTER 1103 OF THE NAPOLEON CODED REVISIONS, THIS PLAT IS HEREBY APPROVED BY THE CITY COUNCIL OF THE CITY OF NAPOLEON.

DATE: _____ MAYOR _____
 ATTEST: _____ CLERK OF COUNCIL _____

COUNTY AUDITOR CERTIFICATE

TRANSFERRED _____ 2015 _____ HENRY COUNTY AUDITOR

COUNTY RECORDER'S CERTIFICATE

FILED FOR RECORD _____ 2015 AT _____ M.
 RECORD ON _____ 2015 ON _____ SLIDE
 FEE _____ HENRY COUNTY RECORDER

Garcia Surveyors, Inc.
 P.O. Box 2828, Whitehouse, OH 43571
 Phone: (419) 877-0400
 Fax: (419) 877-1180
 Mobile: (419) 320-8816
 E-Mail: agarcia@garciasurveyors.com
 154-02081800041



I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS THE RESULT OF A TRUE AND ACCURATE SURVEY BY ME OR UNDER MY SUPERVISION DURING 04/11/2015

Marco N. Scamardo
 Professional Engineer No. 10442

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
1	5728.00	165.37	165.31	N. 81.26241° E.	01.20111°
2	2281.85	571.25	571.25	N. 88.5837° E.	24.28200°

RESOLUTION NO. 003-16

A RESOLUTION AUTHORIZING CONTRACTS WITH THE TOWNSHIPS OF NAPOLEON, HARRISON, FREEDOM, AND HENRY COUNTY SOUTH JOINT AMBULANCE DISTRICT FOR FIRE SERVICE AND/OR EMERGENCY MEDICAL SERVICE COMMENCING APRIL 1, 2016; AND DECLARING AN EMERGENCY

WHEREAS, the Townships of Napoleon, Harrison, and Freedom desires to enter into a contract with the City for Fire and Emergency Medical Rescue Services as authorized in Section 9.60 and Section 505.44 of the Ohio Revised Code; and,

WHEREAS, the Henry County South Joint Ambulance District of Henry County, Ohio, desires to enter into a contract with the City for Emergency Medical Services as authorized in Section 9.60 of the Ohio Revised Code; Now Therefore,

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

Section 1. That, the City Manager is authorized to enter a contract with Napoleon Township, Harrison Township, and Freedom Township, all of which are in Henry County, Ohio, for Fire Services and Emergency Medical Services, including billing services related thereto; the terms and conditions having been approved by this Council in the form as currently on file in the office of the City Finance Director. The City Manager is authorized to make non-material changes to the contracts as deemed appropriate by the City Manager and approved as to form and correctness by the City Law Director; further, the contracts shall be effective April 1, 2016.

Section 2. That, the City Manager is authorized to enter into a contract with the Henry County South Joint Ambulance District of Henry County, Ohio, for Emergency Medical Services only, including billing services related thereto; the terms and conditions having been approved by this Council in the form as currently on file in the office of the City Finance Director. The City Manager is authorized to make non-material changes to the contracts as deemed appropriate by the City Manager and as approved as to form and correctness by the City Law Director; further, the contracts shall be effective April 1, 2016.

Section 3. 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 4. 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 5. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to allow for emergency services to be rendered in a timely manner, emergency services also utilized by the City inhabitants when needed outside the City's jurisdictional boundaries; 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: _____

Travis B. Sheaffer, Council President

Approved: _____

Jason P. Maassel, 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. 003-16 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

Fire and Emergency Medical Service Contract

**City of Napoleon, Ohio
With
Napoleon Township, Henry County, Ohio
From April 1, 2016 to March 31, 2017**

Whereas, the City of Napoleon and Napoleon Township desire to enter into a Fire and Emergency Medical Service Contract as authorized in Section 9.60 and Section 505.44 of the Ohio Revised Code for a portion of the Township. Now Therefore,

(A) **Parties** - This Fire and Emergency Medical Service Contract (hereinafter called "this Contract") is made on the date signed by the City on the execution page and is between the City of Napoleon, Ohio (hereinafter called "the City"), and Napoleon Township, Henry County, Ohio (hereinafter called "the Township").

(B) **Service Area** - Subject to the provisions of this Contract and during the period of time covered by this Contract, the City hereby agrees that the City's Fire/Rescue Department will as the primary responder, answer heavy rescue calls, fire calls, and emergency medical calls arising from incidents that occur within the serviced area as found in Appendix "A" attached hereto and made part of this Contract, and will send fire apparatus and personnel and emergency rescue apparatus and personnel thereto for the purpose of extinguishing fires and responding to medical emergencies in a like manner as fire calls and emergency rescue calls are answered, as fires are extinguished, and as medical emergencies are responded to in the City. The City has no duty or responsibility as to providing the above stated services under this Contract for other areas of the Township not included in the defined Service Area. [For clarification purposes only, not included in the Service Area is Sections 6 and the North half of Section 7, such sections shown south of U.S. 24. Said sections are shown on the Year 1992 Henry County Plat Map which is incorporated into this document by reference thereto. In event of a dispute, the Service Area as shown on Appendix "A" shall control.]

(C) **Amounts And Consideration** - In consideration of the service to be provided by the City under this Contract, the Township, by and through its duly elected and acting Board of Trustees, hereby agrees to compensate the City as follows for fire and medical emergency services, regardless of actual runs:

Total fixed amount for 12 months shall be: \$149,128.76 commencing with the April 1st, 2016 billing. The amount shall be made in advance by quarterly installments.

- (1) Billing dates: April 1, July 1, October 1, & December 1
- (2) Due dates: April 15, July 15, October 15, & December 15

(D) **Scope of Liability and Indemnification**- When rendering the services provided herein, or when in route to render the service provided herein, the City's personnel shall be deemed in the scope of their employment. The City shall assume the cost of risks associated with injury to its personnel, equipment and vehicles associated with its performance under this Agreement, including loss of use of equipment or vehicles. In no case shall the Township hold the City, its agents, officers, employees, servants, officials and volunteers called upon or rendering such aid liable in damages to the Township, its agents, officers, employees, servants or officials, for failure to answer any call for assistance, for the lack of speed in answering such a call, for any inadequacy of equipment or vehicles, for negligent operation of equipment or vehicles, for failure to rescue or for any other cause whatsoever growing out of this Agreement (although such conduct will permit the Township to cancel the Agreement at its option). The Township expressly covenants not to sue the City, its agents, officers, employees, servants, officials, or volunteers for services rendered or not under this Agreement or arising out of this Agreement.

To the extent permitted by Law, and only to the extent covered by insurance, if any, the Township agrees to defend, indemnify and hold harmless the City, its agents, officers, employees, servants, officials and volunteers from and against all claims, liabilities, damages and expenses, including attorneys' and other professionals' fees, arising out of or relating to the use of the services being provided under this Agreement, except those acts or omissions occurring due to the intentional misconduct or willful and wanton misconduct of the City, its agents, officers, employees, servants, officials or volunteers. Finally, the indemnification portion of this section shall expressly exclude claims resulting from operation of vehicles to and from calls. The provisions of this Section D are solely intended for the benefit of the parties to this Agreement and their agents, employees, officials, officers, and volunteers and shall not be construed as to waive or reduce any immunity from liability under Chapter 2744 of the Ohio Revised Code and as may be amended from time to time. Moreover, this Section D shall survive the termination of this Agreement.

(E) **Other Serviced Area** - The parties mutually understand and agree that service boundaries may be changed under the Henry County 9-1-1 System (hereinafter called "the 9-1-1 System"). If the service boundaries change after the execution of this Contract, the City shall only be responsible to respond to the Service Area as established in paragraph (B) of this Contract. If for any reason the City responds outside the contractual service area as a result of improper dispatch or citizen request, but within the Township and outside the City, the provisions of paragraph (D) shall apply.

(F) **Emergency Medical Service Fee** - The Township shall establish its own fee schedules, if any desired, for emergency medical services rendered within the service area, to be retained by the Township. If such fee schedule is established, the Township shall endeavor to either invoice directly or use the services of a third party invoicing company related to invoicing and/or collection for services rendered within the service area. In the event that the Township decides to contract with a third party invoicing and/or collection company(s), then the Township agrees to make reasonable efforts to

utilize the same third party company(s) as that used by the City. With written consent of the City, the Township may authorize the City to act on its behalf and to invoice and/or collect from users of ambulance or emergency medical services within the service area under the terms and conditions established and memorialized by an addendum to this Contract, said addendum incorporated herein by reference. In such event, at the City's sole discretion, the City may either invoice directly or utilize the invoicing and/or collection services of third party company(s). In any event, the Township agrees to pay all fees for generating invoices and/or collection services related to services provided by the City in the service area regardless of the method used. Only the Township Trustees may waive all or part of any of its service fees as so established for services rendered in the service area. Nothing in this paragraph shall be construed as to requiring the City to do any invoicing or collection services for the Township, third party or otherwise.

(G) **Fire Service Fee** - The Township shall establish its own fee schedules, if any desired, for fire services rendered within the service area to be retained by the Township. If such fee schedule is established the Township shall endeavor to either invoice directly or use the services of a third party invoicing company related to invoicing and/or collection for services rendered within the service area. In the event that the Township decides to contract with a third party invoicing and/or collection company(s), then the Township agrees to make reasonable efforts to utilize the same third party company(s) as that used by the City. With written consent of the City, the Township may authorize the City to act on its behalf and to invoice and/or collect from users of fire services within the service area under the terms and conditions established and memorialized by an addendum to this Contract. In such event, at the City's sole discretion, the City may either invoice directly or utilize the invoicing and/or collection services of third party company(s). In any event, the Township agrees to pay all fees for generating invoices and/or collection services related to services provided by the City in the service area regardless of the method used. Only the Township Trustees may waive all or part of any of its service fees as so established for services rendered in the service area. Nothing in this paragraph shall be construed as to requiring the City to do any invoicing or collection services for the Township, third party or otherwise.

1. Subject to the Township establishing a fee therefore, any response due to false alarms shall be invoiced and collected by the Township, the Township retaining the monies so collected. The City shall notify the Township of such response.
2. Any response by the City to hazardous material spills, shall not be considered a fire run, but shall be considered a "hazardous spill" response and all invoicing and collection shall be made by the City, with the City retaining any amounts so collected as amounts due the City.

(H) **Term of Contract** - Except as provided in paragraph (M) below, this Contract shall be in effect commencing April 1, 2016 at 12:01 a.m. and ending on March 31, 2017 at 11:59 p.m., unless the parties, in writing, otherwise mutually agree to terminate the same. If either party decides to terminate the contract, the terminating party must first give 90 calendar days written notice of its intent to terminate to the other party. To the extent

applicable and to the extent permitted by law, in the event that this Contract is executed after the above commencement date, it shall be considered retroactively applied and amounts due shall be adjusted in accordance with this Contract price for the above stated term and the (5%) automatic renewal increase as found below in this paragraph shall not apply to the said term. Thereafter, at the end of the initial contract period, unless otherwise terminated by one or the other party in writing, this Contract shall automatically renew on a quarterly basis upon the same provisions set forth herein, except that, in the event that neither party has taken any action or given any notice of its intent to renew or renegotiate the price, then the fixed amount shall be increased by a total of five percent (5%) for each calendar year after the first calendar year. Any amounts due after the expiration or termination of this Contract shall not be forgiven but shall remain due and payable by the District; moreover, the parties agree that any invoice "amounts" paid or unpaid from prior contracts covering this Contracts specific subject matter are accurate and undisputed and the parties mutually waive any rights to dispute the same. This provision shall survive the termination of this Contract. This Contract terminates the contract between the parties covering the same subject matter for the previous period that commenced April 1, 2015.

(I) **Waiver And Amendment** - Any provision of this Contract may be waived at any time by the party that is entitled to the benefits of such provision, but such waiver shall only be effective if in writing and signed by the party entitled to the benefits of such provisions. This Contract shall not be modified, amended, altered, or supplemented except by a writing executed by both parties.

(J) **Binding of Parties** - This Contract shall be binding upon and shall operate for the benefit of both parties, and their respective successors and assigns.

(K) **Notification to Township Fiscal Officer** - The City shall send the Township's Fiscal Officer, on a quarterly basis, a copy of the current expenditures and receipts for the City's Fire/Rescue Department relating to this Contract for the term of this Contract. The City shall also send to the Township's Fiscal Officer, on a quarterly basis, service run data relating to this Contract during the term of this Contract. The parties agree to meet in Committee quarterly to discuss contract issues during the contract period at either party's request.

(L) **General Rights of City** - Nothing in this Contract shall be interpreted as to restrict any constitutional, statutory, legal, or inherent rights of the City with respect of matters of general legislative or managerial policy as it relates to the City's Fire/Rescue Department. The City shall retain the right and the authority to administer the business of the City's Fire/Rescue Department. The City has and will retain the full right to direct the operations of its department, to determine and establish reasonable rules, regulations, policies, procedures, and to be the sole entity to establish both personnel and equipment needs.

(M) **Nullification** - It is the understanding of the parties that this contractual arrangement is being made based upon participation via separate contract by the

following townships: Napoleon, Harrison, Freedom and Henry County South Joint Ambulance District; therefore, should any of the said Townships or District terminate its Contract for any reason, or not enter into the same, the City has the exclusive right to terminate this Contract and/or renegotiate the terms herein without penalty whatsoever to the City.

(N) **Complete Contract** - This written Contract, including addendum No. 1 as made part of this contract, shall constitute the complete Contract between the parties and no oral representations or other, except for written amendments hereto, shall be relied upon.

(O) **Invalid or Void Provisions** - In the event a court of competent jurisdiction should find any clause or provision invalid or void, then only that portion found invalid or void shall be held as such and the remainder shall be considered in full force and effect.

(P) **Confidentiality** - During the Term of this Agreement and at all times thereafter, the parties agree to comply with all applicable privacy and security laws including but not limited to the Health Insurance Portability and Accountability Act of 1996, as revised and supplemented by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") and regulations promulgated thereunder (collectively, "HIPAA") regarding all protected health information ("PHI"). The parties agree to maintain the confidentiality of all PHI after the termination of this Agreement. The parties agree that any previously executed "Business Associate Agreement" between the parties is hereby terminated; however, confidentiality under the terms of this Paragraph (P) shall control over prior service contracts between the parties.

In Witness Whereof, the parties have caused duplicate originals of this Contract to be executed by their proper and duly authorized officers on the dates set forth below.

City of Napoleon, Ohio:

Monica S. Irelan, City Manager
Resolution No. 003-16

Date

Attest to authenticity:

Gregory Heath, City Finance Director

Date

Approved as to form and correctness:

Lisa L. Nagel, City Law Director

Date

Napoleon Township, Henry Co. Ohio:

Trustee

Date

Trustee

Date

Trustee
Resolution No. _____

Date

Attest to authenticity:

Township Fiscal Officer

Date

Approved as to form and correctness:

Henry County Prosecutor

Date

Certificate of Fiscal Officer

The undersigned, being the Fiscal Officer, of Napoleon Township, Henry County, 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.

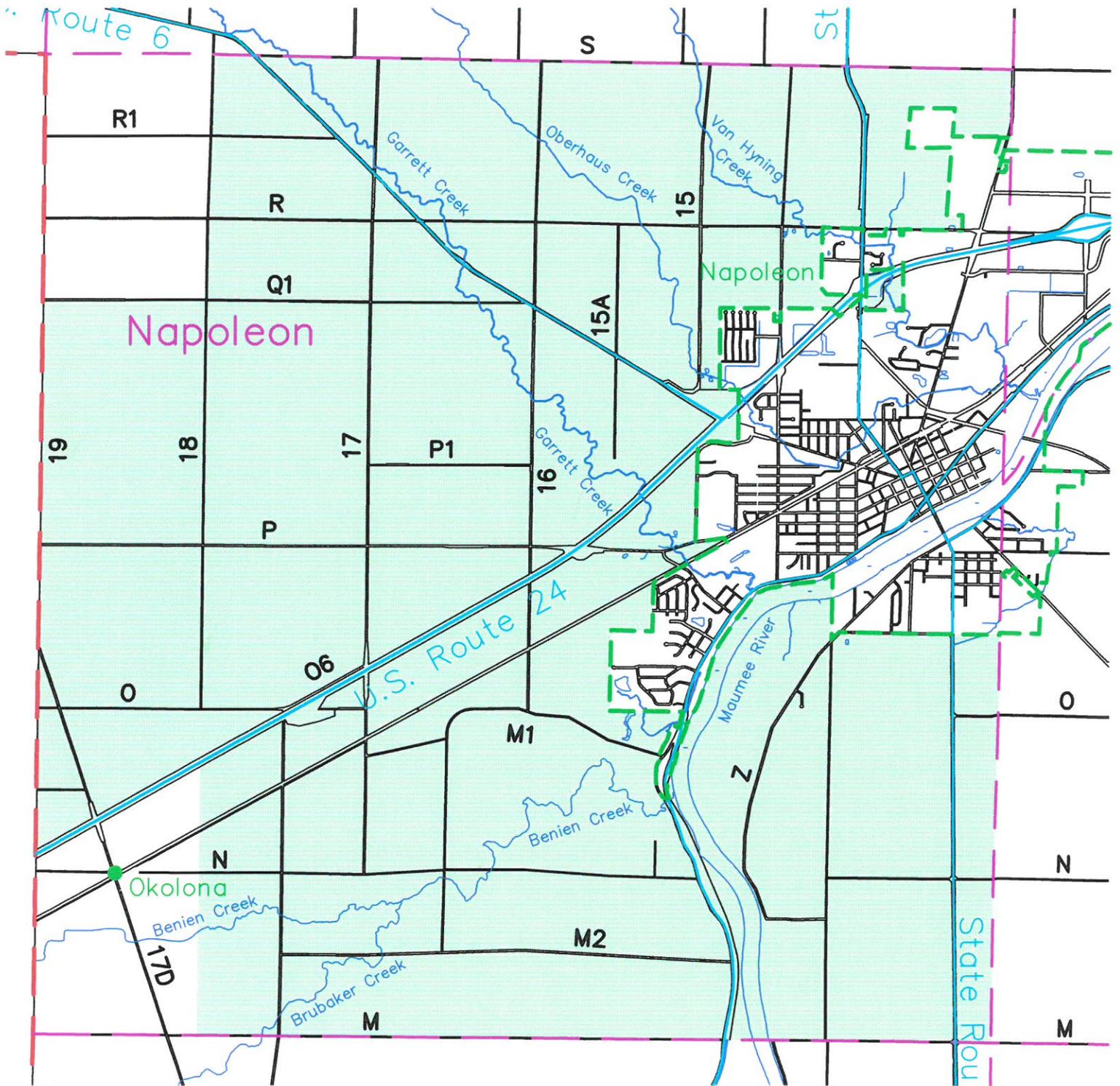
Napoleon Township Fiscal Officer
Henry County, Ohio

Date

Addendum No. 1

The Township authorizes and the City consents and agrees to act on the Township's behalf to invoice users of ambulance or emergency medical services within the service area as defined in the Fire and Emergency Medical Service contract between the parties which identifies a commencement date of April 1, 2016, under the terms and conditions herein established.

1. The City in its sole discretion may either directly invoice or utilize the invoicing services of a third party company.
2. The Township agrees to pay all fees charged by a third party invoicing and/or collection company(s) for generating invoices and/or collection services related to services provided by the City in the service area regardless of the method used. The parties acknowledge that currently the City utilizes the services of "MED3000".
3. The Township agrees to the same invoicing methods for its users of ambulance or emergency medical services provided to the Township as that used by the City for its users.
4. The City agrees that only the Township Trustees may waive all or part of any user fees as so established for rescue services rendered in the service area as defined in the Fire and Emergency Medical Service contract between the parties.
5. The Township agrees that the City is merely responsible for invoicing and incidental collections as a result of the invoicing process. In no event shall the City be responsible for collections once the invoicing service renders its efforts exhausted.
6. The City shall at least quarterly provide Township with run information related to the services provided under the Fire and Emergency Medical Service contract to the extent required for invoicing or collection.
7. The Township agrees to execute any and all confidentiality agreements and/or business associate agreements as deemed necessary by the City in order to protect patient information as may be required by law; moreover, the Township shall require any subcontractors related to collection services to execute the same.



Green shaded areas are covered by Contract.

Appendix "A"

Fire and Emergency Medical Service Contract

**City of Napoleon, Ohio
With
Harrison Township, Henry County, Ohio
From April 1, 2016 to March 31, 2017**

Whereas, the City of Napoleon and Harrison Township desire to enter into a Fire and Emergency Service Contract as authorized in Section 9.60 and Section 505.44 of the Ohio Revised Code for a portion of the Township. Now Therefore,

(A) **Parties** - This Fire and Emergency Medical Service Contract (hereinafter called "this Contract") is made on the date signed by the City on the execution page and is between the City of Napoleon, Ohio (hereinafter called the "City"), and Harrison Township, Henry County, Ohio (hereinafter called "the Township").

(B) **Service Area** - Subject to the provisions of this Contract and during the period of time covered by this Contract, the City hereby agrees that the City's Fire/Rescue Department will as the primary responder, answer heavy rescue calls, fire calls, and emergency medical calls arising from incidents that occur within the serviced area as found in Appendix "A" attached hereto and made part of this Contract, and will send fire apparatus and personnel and emergency rescue apparatus and personnel thereto for the purpose of extinguishing fires and responding to medical emergencies in a like manner as fire calls and emergency rescue calls are answered, as fires are extinguished, and as medical emergencies are responded to in the City. The City has no duty or responsibility as to providing the above stated services under this Contract for other areas of the Township not included in the defined Service Area. [For clarification purposes only, included in the Service Area is Sections 7, 8, and 9 (south of the River) and Sections 16, 17, 18, 19, 20, 21, 28, 29, 30, 31, and 32, all of the Township of Harrison as shown on the Year 1992 Henry County Plat Map which is incorporated into this document by reference thereto. In event of a dispute, the Service Area as shown on Appendix "A" shall control.]

(C) **Amounts And Consideration** - In consideration of the service to be provided by the City under this Contract, the Township, by and through its duly elected and acting Board of Trustees, hereby agrees to compensate the City as follows for fire and medical emergency services, regardless of actual runs:

Total fixed amount for 12 months shall be: \$88,946.27 commencing with the April 1st, 2016 billing. The amount shall be made in advance by quarterly installments.

- (1) Billing dates: April 1, July 1, October 1, & December 1
- (2) Due dates: April 15, July 15, October 15, & December 15

(D) **Scope of Liability And Indemnification**- When rendering the services provided herein, or when in route to render the service provided herein, the City's personnel shall be deemed in the scope of their employment. The City shall assume the cost of risks associated with injury to its personnel, equipment and vehicles associated with its performance under this Agreement, including loss of use of equipment or vehicles. In no case shall the Township hold the City, its agents, officers, employees, servants, officials and volunteers called upon or rendering such aid liable in damages to the Township, its agents, officers, employees, servants or officials, for failure to answer any call for assistance, for the lack of speed in answering such a call, for any inadequacy of equipment or vehicles, for negligent operation of equipment or vehicles, for failure to rescue or for any other cause whatsoever growing out of this Agreement (although such conduct will permit the Township to cancel the Agreement at its option). The Township expressly covenants not to sue the City, its agents, officers, employees, servants, officials, or volunteers for services rendered or not under this Agreement or arising out of this Agreement.

To the extent permitted by Law, and only to the extent covered by insurance, if any, the Township agrees to defend, indemnify and hold harmless the City, its agents, officers, employees, servants, officials and volunteers from and against all claims, liabilities, damages and expenses, including attorneys' and other professionals' fees, arising out of or relating to the use of the services being provided under this Agreement, except those acts or omissions occurring due to the intentional misconduct or willful and wanton misconduct of the City, its agents, officers, employees, servants, officials or volunteers. Finally, the indemnification portion of this section shall expressly exclude claims resulting from operation of vehicles to and from calls. The provisions of this Section D are solely intended for the benefit of the parties to this Agreement and their agents, employees, officials, officers, and volunteers and shall not be construed as to waive or reduce any immunity from liability under Chapter 2744 of the Ohio Revised Code and as may be amended from time to time. Moreover, this Section D shall survive the termination of this Agreement.

(E) **Other Serviced Area** - The parties mutually understand and agree that service boundaries may be changed under the Henry County 9-1-1 System (hereinafter called "the 9-1-1 System"). If the service boundaries change after the execution of this Contract, the City shall only be responsible to respond to the Service Area as established in paragraph (B) of this Contract. If for any reason the City responds outside the contractual service area as a result of improper dispatch or citizen request, but within the Township and outside the City, the provisions of paragraph (D) shall apply.

(F) **Emergency Medical Service Fee** - The Township shall establish its own fee schedules, if any desired, for emergency medical services rendered within the service area, to be retained by the Township. If such fee schedule is established, the Township shall endeavor to either invoice directly or use the services of a third party invoicing company related to invoicing and/or collection for services rendered within the service area. In the event that the Township decides to contract with a third party invoicing and/or collection company(s), then the Township agrees to make reasonable efforts to

utilize the same third party company(s) as that used by the City. With written consent of the City, the Township may authorize the City to act on its behalf and to invoice and/or collect from users of ambulance or emergency medical services within the service area under the terms and conditions established and memorialized by an addendum to this Contract, said addendum incorporated herein by reference. In such event, at the City's sole discretion, the City may either invoice directly or utilize the invoicing and/or collection services of third party company(s). In any event, the Township agrees to pay all fees for generating invoices and/or collection services related to services provided by the City in the service area regardless of the method used. Only the Township Trustees may waive all or part of any of its service fees as so established for services rendered in the service area. Nothing in this paragraph shall be construed as to requiring the City to do any invoicing or collection services for the Township, third party or otherwise.

(G) **Fire Service Fee** - The Township shall establish its own fee schedules, if any desired, for fire services rendered within the service area to be retained by the Township. If such fee schedule is established the Township shall endeavor to either invoice directly or use the services of a third party invoicing company related to invoicing and/or collection for services rendered within the service area. In the event that the Township decides to contract with a third party invoicing and/or collection company(s), then the Township agrees to make reasonable efforts to utilize the same third party company(s) as that used by the City. With written consent of the City, the Township may authorize the City to act on its behalf and to invoice and/or collect from users of fire services within the service area under the terms and conditions established and memorialized by an addendum to this Contract. In such event, at the City's sole discretion, the City may either invoice directly or utilize the invoicing and/or collection services of third party company(s). In any event, the Township agrees to pay all fees for generating invoices and/or collection services related to services provided by the City in the service area regardless of the method used. Only the Township Trustees may waive all or part of any of its service fees as so established for services rendered in the service area. Nothing in this paragraph shall be construed as to requiring the City to do any invoicing or collection services for the Township, third party or otherwise.

1. Subject to the Township establishing a fee therefore, any response due to false alarms shall be invoiced and collected by the Township, the Township retaining the monies so collected. The City shall notify the Township of such response.
2. Any response by the City to hazardous material spills, shall not be considered a fire run, but shall be considered a "hazardous spill" response and all invoicing and collection shall be made by the City, with the City retaining any amounts so collected as amounts due the City.

(H) **Term of Contract** - Except as provided in paragraph (M) below, this Contract shall be in effect commencing April 1, 2016 at 12:01 a.m. and ending on March 31, 2017 at 11:59 p.m., unless the parties, in writing, otherwise mutually agree to terminate the same. If either party decides to terminate the contract, the terminating party must first give 90 calendar days written notice of its intent to terminate to the other party. To the extent

applicable and to the extent permitted by law, in the event that this Contract is executed after the above commencement date, it shall be considered retroactively applied and amounts due shall be adjusted in accordance with this Contract price for the above stated term and the (5%) automatic renewal increase as found below in this paragraph shall not apply to the said term. Thereafter, at the end of the initial contract period, unless otherwise terminated by one or the other party in writing, this Contract shall automatically renew on a quarterly basis upon the same provisions set forth herein, except that, in the event that neither party has taken any action or given any notice of its intent to renew or renegotiate the price, then the fixed amount shall be increased by a total of five percent (5%) for each calendar year after the first calendar year. Any amounts due after the expiration or termination of this Contract shall not be forgiven but shall remain due and payable by the District; moreover, the parties agree that any invoice "amounts" paid or unpaid from prior contracts covering this Contracts specific subject matter are accurate and undisputed and the parties mutually waive any rights to dispute the same. This provision shall survive the termination of this Contract. This Contract terminates the contract between the parties covering the same subject matter for the previous period that commenced April 1, 2015.

(I) **Waiver And Amendment** - Any provision of this Contract may be waived at any time by the party that is entitled to the benefits of such provision, but such waiver shall only be effective if in writing and signed by the party entitled to the benefits of such provisions. This Contract shall not be modified, amended, altered, or supplemented except by a writing executed by both parties.

(J) **Binding of Parties** - This Contract shall be binding upon and shall operate for the benefit of both parties, and their respective successors and assigns.

(K) **Notification to Township Fiscal Officer** - The City shall send the Township's Fiscal Officer, on a quarterly basis, a copy of the current expenditures and receipts for the City's Fire/Rescue Department relating to this Contract for the term of this Contract. The City shall also send to the Township's Fiscal Officer, on a quarterly basis, service run data relating to this Contract during the term of this Contract. The parties agree to meet in Committee quarterly to discuss contract issues during the contract period at either party's request.

(L) **General Rights of City** - Nothing in this Contract shall be interpreted as to restrict any constitutional, statutory, legal, or inherent rights of the City with respect of matters of general legislative or managerial policy as it relates to the City's Fire/Rescue Department. The City shall retain the right and the authority to administer the business of the City's Fire/Rescue Department. The City has and will retain the full right to direct the operations of its department, to determine and establish reasonable rules, regulations, policies, procedures, and to be the sole entity to establish both personnel and equipment needs.

(M) **Nullification** - It is the understanding of the parties that this contractual arrangement is being made based upon participation via separate contract by the

following townships: Napoleon, Harrison, Freedom and Henry County South Joint Ambulance District; therefore, should any of the said Townships or District terminate its Contract for any reason, or not enter into the same, the City has the exclusive right to terminate this Contract and/or renegotiate the terms herein without penalty whatsoever to the City.

(N) **Complete Contract** - This written Contract, including addendum No. 1 as made part of this contract, shall constitute the complete Contract between the parties and no oral representations or other, except for written amendments hereto, shall be relied upon.

(O) **Invalid or Void Provisions** - In the event a court of competent jurisdiction should find any clause or provision invalid or void, then only that portion found invalid or void shall be held as such and the remainder shall be considered in full force and effect.

(P) **Confidentiality** - During the Term of this Agreement and at all times thereafter, the parties agree to comply with all applicable privacy and security laws including but not limited to the Health Insurance Portability and Accountability Act of 1996, as revised and supplemented by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") and regulations promulgated thereunder (collectively, "HIPAA") regarding all protected health information ("PHI"). The parties agree to maintain the confidentiality of all PHI after the termination of this Agreement. The parties agree that any previously executed "Business Associate Agreement" between the parties is hereby terminated; however, confidentiality under the terms of this Paragraph (P) shall control over prior service contracts between the parties.

In Witness Whereof, the parties have caused duplicate originals of this Contract to be executed by their proper and duly authorized officers on the dates set forth below.

City of Napoleon, Ohio:

Monica S. Irelan, City Manager
Resolution No. 003-16

Date

Attest to authenticity:

Gregory Heath, City Finance Director

Date

Approved as to form and correctness:

Lisa L. Nagel, City Law Director

Date

Harrison Township, Henry Co. Ohio:

Trustee

Date

Trustee

Date

Trustee
Resolution No. _____

Date

Attest to authenticity:

Township Fiscal Officer

Date

Approved as to form and correctness:

Henry County Prosecutor

Date

Certificate of Fiscal Officer

The undersigned, being the Fiscal Officer of Harrison Township, Henry County, 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.

Harrison Township Fiscal Officer
Henry County, Ohio

Date

Addendum No. 1

The Township authorizes and the City consents and agrees to act on the Township's behalf to invoice users of ambulance or emergency medical services within the service area as defined in the Fire and Emergency Medical Service contract between the parties which identifies a commencement date of April 1, 2016, under the terms and conditions herein established.

1. The City in its sole discretion may either directly invoice or utilize the invoicing services of a third party company.
2. The Township agrees to pay all fees charged by a third party invoicing and/or collection company(s) for generating invoices and/or collection services related to services provided by the City in the service area regardless of the method used. The parties acknowledge that currently the City utilizes the services of "MED3000".
3. The Township agrees to the same invoicing methods for its users of ambulance or emergency medical services provided to the Township as that used by the City for its users.
4. The City agrees that only the Township Trustees may waive all or part of any user fees as so established for rescue services rendered in the service area as defined in the Fire and Emergency Medical Service contract between the parties.
5. The Township agrees that the City is merely responsible for invoicing and incidental collections as a result of the invoicing process. In no event shall the City be responsible for collections once the invoicing service renders its efforts exhausted.
6. The City shall at least quarterly provide Township with run information related to the services provided under the Fire and Emergency Medical Service contract to the extent required for invoicing or collection.
7. The Township agrees to execute any and all confidentiality agreements and/or business associate agreements as deemed necessary by the City in order to protect patient information as may be required by law; moreover, the Township shall require any subcontractors related to collection services to execute the same.

Fire and Emergency Medical Service Contract

**City of Napoleon, Ohio
with
Freedom Township, Henry County, Ohio
From April 1, 2016 to March 31, 2017**

Whereas, the City of Napoleon and Freedom Township desire to enter into a Fire/Rescue Contract as authorized in Section 9.60 and Section 505.44 of the Ohio Revised Code for a portion of the Township. Now Therefore,

(A) **Parties** - This Fire and Emergency Medical Service Contract (hereinafter called "this Contract") is made on the date signed by the City on the execution page and is between the City of Napoleon, Ohio (hereinafter called the "City"), and Freedom Township, Henry County, Ohio (hereinafter called "the Township").

(B) **Service Area** - Subject to the provisions of this Contract and during the period of time covered by this Contract, the City hereby agrees that the City's Fire/Rescue Department will as the primary responder, answer heavy rescue calls, fire calls, and emergency medical calls arising from incidents that occur within the serviced area as found in Appendix "A" attached hereto and made part of this Contract, and will send fire apparatus and personnel and emergency rescue apparatus and personnel thereto for the purpose of extinguishing fires and responding to medical emergencies in a like manner as fire calls and emergency rescue calls are answered, as fires are extinguished, and as medical emergencies are responded to in the City. The City has no duty or responsibility as to providing the above stated services under this Contract for other areas of the Township not included in the defined Service Area. [For clarification purposes only, the Service Area includes Sections 25, 26, 34, 35, 36 and the south one-quarter (1/4) portion of Sections 23 and 24 of Freedom Township; however, does not include Sections 27, 28, 33 and the south one-quarters (1/4s) of Sections 21 and 22 of said Township, such sections south of U.S. 24. Said sections are shown on the Year 1992 Henry County Plat Map which is incorporated into this document by reference thereto. In event of a dispute, the Service Area as shown on Appendix "A" shall control.]

(C) **Amounts And Consideration** - In consideration of the service to be provided by the City under this Contract, the Township, by and through its duly elected and acting Board of Trustees, hereby agrees to compensate the City as follows for fire and medical emergency services, regardless of actual runs:

Total fixed amount for 12 months shall be: \$19,799.91 commencing with the April 1st, 2016 billing. The amount shall be made in advance by quarterly installments.

- (1) Billing dates: April 1, July 1, October 1, & December 1
- (2) Due dates: April 15, July 15, October 15, & December 15

(D) **Scope of Liability And Indemnification-** When rendering the services provided herein, or when in route to render the service provided herein, the City's personnel shall be deemed in the scope of their employment. The City shall assume the cost of risks associated with injury to its personnel, equipment and vehicles associated with its performance under this Agreement, including loss of use of equipment or vehicles. In no case shall the Township hold the City, its agents, officers, employees, servants, officials and volunteers called upon or rendering such aid liable in damages to the Township, its agents, officers, employees, servants or officials, for failure to answer any call for assistance, for the lack of speed in answering such a call, for any inadequacy of equipment or vehicles, for negligent operation of equipment or vehicles, for failure to rescue or for any other cause whatsoever growing out of this Agreement (although such conduct will permit the Township to cancel the Agreement at its option). The Township expressly covenants not to sue the City, its agents, officers, employees, servants, officials, or volunteers for services rendered or not under this Agreement or arising out of this Agreement.

To the extent permitted by Law, and only to the extent covered by insurance, if any, the Township agrees to defend, indemnify and hold harmless the City, its agents, officers, employees, servants, officials and volunteers from and against all claims, liabilities, damages and expenses, including attorneys' and other professionals' fees, arising out of or relating to the use of the services being provided under this Agreement, except those acts or omissions occurring due to the intentional misconduct or willful and wanton misconduct of the City, its agents, officers, employees, servants, officials or volunteers. Finally, the indemnification portion of this section shall expressly exclude claims resulting from operation of vehicles to and from calls. The provisions of this Section D are solely intended for the benefit of the parties to this Agreement and their agents, employees, officials, officers, and volunteers and shall not be construed as to waive or reduce any immunity from liability under Chapter 2744 of the Ohio Revised Code and as may be amended from time to time. Moreover, this Section D shall survive the termination of this Agreement.

(E) **Other Serviced Area** - The parties mutually understand and agree that service boundaries may be changed under the Henry County 9-1-1 System (hereinafter called "the 9-1-1 System"). If the service boundaries change after the execution of this Contract, the City shall only be responsible to respond to the Service Area as established in paragraph (B) of this Contract. If for any reason the City responds outside the contractual service area as a result of improper dispatch or citizen request, but within the Township and outside the City, the provisions of paragraph (D) shall apply.

(F) **Emergency Medical Service Fee** - The Township shall establish its own fee schedules, if any desired, for emergency medical services rendered within the service area, to be retained by the Township. If such fee schedule is established, the Township shall endeavor to either invoice directly or use the services of a third party invoicing company related to invoicing and/or collection for services rendered within the service

area. In the event that the Township decides to contract with a third party invoicing and/or collection company(s), then the Township agrees to make reasonable efforts to utilize the same third party company(s) as that used by the City. With written consent of the City, the Township may authorize the City to act on its behalf and to invoice and/or collect from users of ambulance or emergency medical services within the service area under the terms and conditions established and memorialized by an addendum to this Contract, said addendum incorporated herein by reference. In such event, at the City's sole discretion, the City may either invoice directly or utilize the invoicing and/or collection services of third party company(s). In any event, the Township agrees to pay all fees for generating invoices and/or collection services related to services provided by the City in the service area regardless of the method used. Only the Township Trustees may waive all or part of any of its service fees as so established for services rendered in the service area. Nothing in this paragraph shall be construed as to requiring the City to do any invoicing or collection services for the Township, third party or otherwise.

(G) **Fire Service Fee** - The Township shall establish its own fee schedules, if any desired, for fire services rendered within the service area to be retained by the Township. If such fee schedule is established, the Township shall endeavor to either invoice directly or use the services of a third party invoicing company related to invoicing and/or collection for services rendered within the service area. In the event that the Township decides to contract with a third party invoicing and/or collection company(s), then the Township agrees to make reasonable efforts to utilize the same third party company(s) as that used by the City. With written consent of the City, the Township may authorize the City to act on its behalf and to invoice and/or collect from users of fire services within the service area under the terms and conditions established and memorialized by an addendum to this Contract. In such event, at the City's sole discretion, the City may either invoice directly or utilize the invoicing and/or collection services of third party company(s). In any event, the Township agrees to pay all fees for generating invoices and/or collection services related to services provided by the City in the service area regardless of the method used. Only the Township Trustees may waive all or part of any of its service fees as so established for services rendered in the service area. Nothing in this paragraph shall be construed as to requiring the City to do any invoicing or collection services for the Township, third party or otherwise.

1. Subject to the Township establishing a fee therefore, any response due to false alarms shall be invoiced and collected by the Township, the Township retaining the monies so collected. The City shall notify the Township of such response.
2. Any response by the City to hazardous material spills, shall not be considered a fire run, but shall be considered a "hazardous spill" response and all invoicing and collection shall be made by the City, with the City retaining any amounts so collected as amounts due the City.

(H) **Term of Contract** - Except as provided in paragraph (M) below, this Contract shall be in effect commencing April 1, 2016 at 12:01 a.m. and ending on March 31, 2017 at 11:59 p.m., unless the parties, in writing, otherwise mutually agree to terminate the same.

If either party decides to terminate the contract, the terminating party must first give 90 calendar days written notice of its intent to terminate to the other party. To the extent applicable and to the extent permitted by law, in the event that this Contract is executed after the above commencement date, it shall be considered retroactively applied and amounts due shall be adjusted in accordance with this Contract price for the above stated term and the (5%) automatic renewal increase as found below in this paragraph shall not apply to the said term. Thereafter, at the end of the initial contract period, unless otherwise terminated by one or the other party in writing, this Contract shall automatically renew on a quarterly basis upon the same provisions set forth herein, except that, in the event that neither party has taken any action or given any notice of its intent to renew or renegotiate the price, then the fixed amount shall be increased by a total of five percent (5%) for each calendar year after the first calendar year. Any amounts due after the expiration or termination of this Contract shall not be forgiven but shall remain due and payable by the District; moreover, the parties agree that any invoice "amounts" paid or unpaid from prior contracts covering this Contracts specific subject matter are accurate and undisputed and the parties mutually waive any rights to dispute the same. This provision shall survive the termination of this Contract. This Contract terminates the contract between the parties covering the same subject matter for the previous period that commenced April 1, 2015.

(I) **Waiver And Amendment** - Any provision of this Contract may be waived at any time by the party that is entitled to the benefits of such provision, but such waiver shall only be effective if in writing and signed by the party entitled to the benefits of such provisions. This Contract shall not be modified, amended, altered, or supplemented except by a writing executed by both parties.

(J) **Binding of Parties** - This Contract shall be binding upon and shall operate for the benefit of both parties, and their respective successors and assigns.

(K) **Notification to Township Fiscal Officer** - The City shall send the Township's Fiscal Officer, on a quarterly basis, a copy of the current expenditures and receipts for the City's Fire/Rescue Department relating to this Contract for the term of this Contract. The City shall also send to the Township's Fiscal Officer, on a quarterly basis, service run data relating to this Contract during the term of this Contract. The parties agree to meet in Committee quarterly to discuss contract issues during the contract period at either party's request.

(L) **General Rights of City** - Nothing in this Contract shall be interpreted as to restrict any constitutional, statutory, legal, or inherent rights of the City with respect of matters of general legislative or managerial policy as it relates to the City's Fire/Rescue Department. The City shall retain the right and the authority to administer the business of the City's Fire/Rescue Department. The City has and will retain the full right to direct the operations of its department, to determine and establish reasonable rules, regulations, policies, procedures, and to be the sole entity to establish both personnel and equipment needs.

(M) **Nullification** - It is the understanding of the parties that this contractual arrangement is being made based upon participation via separate contract by the following townships: Napoleon, Harrison, Freedom and the Henry County South Joint Ambulance District; therefore, should any of the said Townships or District terminate its Contract for any reason, or not enter into the same, the City has the exclusive right to terminate this Contract and/or renegotiate the terms herein without penalty whatsoever to the City.

(N) **Complete Contract** - This written Contract, including addendum No. 1 as made part of this Contract, shall constitute the complete Contract between the parties and no oral representations or other, except for written amendments hereto, shall be relied upon.

(O) **Invalid or Void Provisions** - In the event a court of competent jurisdiction should find any clause or provision invalid or void, then only that portion found invalid or void shall be held as such and the remainder shall be considered in full force and effect.

(P) **Confidentiality** - During the Term of this Agreement and at all times thereafter, the parties agree to comply with all applicable privacy and security laws including but not limited to the Health Insurance Portability and Accountability Act of 1996, as revised and supplemented by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") and regulations promulgated thereunder (collectively, "HIPAA") regarding all protected health information ("PHI"). The parties agree to maintain the confidentiality of all PHI after the termination of this Agreement. The parties agree that any previously executed "Business Associate Agreement" between the parties is hereby terminated; however, confidentiality under the terms of this Paragraph (P) shall control over prior service contracts between the parties.

In Witness Whereof, the parties have caused duplicate originals of this Contract to be executed by their proper and duly authorized officers on the dates set forth below.

City of Napoleon, Ohio:

Monica S. Ireland, City Manager
Resolution No. 003-16

Date

Attest to authenticity:

Gregory Heath, City Finance Director

Date

Approved as to form and correctness:

Lisa L. Nagel, City Law Director

Date

Freedom Township, Henry County, Ohio:

Trustee

Date

Trustee

Date

Trustee
Resolution No. _____

Date

Attest to authenticity:

Township Fiscal Officer

Date

Approved as to form and correctness:

Henry County Prosecutor

Certificate of Fiscal Officer

The undersigned, being the Fiscal Officer of Freedom Township, Henry County, 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.

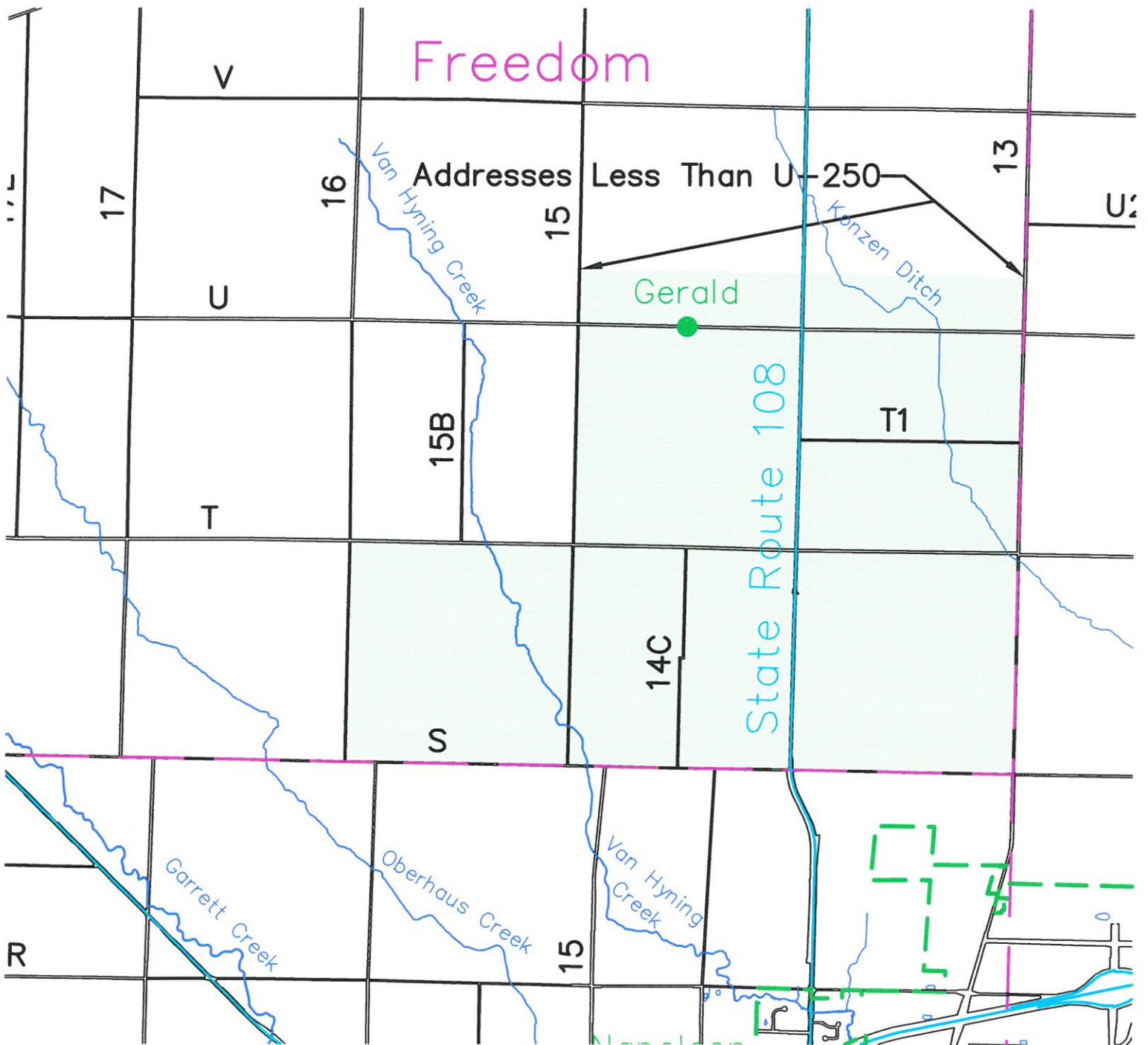
Freedom Township Fiscal Officer
Henry County, Ohio

Date

Addendum No. 1

The Township authorizes and the City consents and agrees to act on the Township's behalf to invoice users of ambulance or emergency medical services within the service area as defined in the Fire and Emergency Medical Service contract between the parties which identifies a commencement date of April 1, 2016, under the terms and conditions herein established.

1. The City in its sole discretion may either directly invoice or utilize the invoicing services of a third party company.
2. The Township agrees to pay all fees charged by a third party invoicing and/or collection company(s) for generating invoices and/or collection services related to services provided by the City in the service area regardless of the method used. The parties acknowledge that currently the City utilizes the services of "MED3000".
3. The Township agrees to the same invoicing methods for its users of ambulance or emergency medical services provided to the Township as that used by the City for its users.
4. The City agrees that only the Township Trustees may waive all or part of any user fees as so established for rescue services rendered in the service area as defined in the Fire and Emergency Medical Service contract between the parties.
5. The Township agrees that the City is merely responsible for invoicing and incidental collections as a result of the invoicing process. In no event shall the City be responsible for collections once the invoicing service renders its efforts exhausted.
6. The City shall at least quarterly provide Township with run information related to the services provided under the Fire and Emergency Medical Service contract to the extent required for invoicing or collection.
7. The Township agrees to execute any and all confidentiality agreements and/or business associate agreements as deemed necessary by the City in order to protect patient information as may be required by law; moreover, the Township shall require any subcontractors related to collection services to execute the same.



Green shaded areas are covered by Contract.

Emergency Medical Service Contract

City of Napoleon, Ohio

With

Henry County South Joint Ambulance District, Henry County, Ohio

From April 1, 2016 to March 31, 2017

Whereas, the City of Napoleon and the Henry County South Joint Ambulance District of Henry County, Ohio desire to enter into a Medical Emergency Service Contract as authorized in Section 9.60 of the Ohio Revised Code for a portion of the territory served by the Henry County South Joint Ambulance District which is located in Flatrock Township. Now Therefore,

(A) **Parties** – This Medical Emergency Service Contract (hereinafter called "this Contract") is made on the date signed by the City on the execution page and is between the City of Napoleon, Ohio (hereinafter called "the City") and, the Henry County South Joint Ambulance District of Henry County, Ohio, (hereinafter called "the District").

(B) **Service Area** - Subject to the provisions of this Contract and during the period of time covered by this Contract, the City hereby agrees that the City's Fire/Rescue Department will as the primary responder, answer emergency medical rescue calls arising from incidents that occur within the serviced area as found in Appendix "A" attached hereto and made part of this Contract, and will provide medical emergency rescue apparatus and personnel for the purpose of responding to medical emergencies in a like manner as medical emergencies are responded to in the City. The City has no duty or responsibility as to providing the above stated service under this Contract for other areas of the district not included in the defined Service Area as shown on Appendix "A".

(C) **Amounts And Consideration** - In consideration of the service to be provided by the City under this Contract, the District, by and through its duly elected and acting Board, hereby agrees to compensate the City as follows for medical emergency services, regardless of actual runs:

Total fixed amount for 12 months shall be: \$9,600.62 commencing with the April 1st, 2016 billing. The amount shall be made in advance by quarterly installments.

- (1) Billing Dates: April 1, July 1, October 1, and December 1
- (2) Due Dates: April 15, July 15, October 15, & December 15

(D) **Scope of Liability and Indemnification**- When rendering the services provided herein, or when in route to render the service provided herein, the City's personnel shall be deemed in the scope of their employment. The City shall assume the cost of risks associated with injury to its personnel, equipment and vehicles associated with its performance under this Agreement, including loss of use of equipment or vehicles. In no case shall the District hold the City, its agents, officers, employees, servants, officials and

volunteers called upon or rendering such aid liable in damages to the District, its agents, officers, employees, servants or officials, for failure to answer any call for assistance, for the lack of speed in answering such a call, for any inadequacy of equipment or vehicles, for negligent operation of equipment or vehicles, for failure to rescue or for any other cause whatsoever growing out of this Agreement (although such conduct will permit the District to cancel the Agreement at its option). The District expressly covenants not to sue the City, its agents, officers, employees, servants, officials, or volunteers for services rendered or not under this Agreement or arising out of this Agreement.

To the extent permitted by Law, and only to the extent covered by insurance, if any, the District agrees to defend, indemnify and hold harmless the City, its agents, officers, employees, servants, officials and volunteers from and against all claims, liabilities, damages and expenses, including attorneys' and other professionals' fees, arising out of or relating to the use of the services being provided under this Agreement, except those acts or omissions occurring due to the intentional misconduct or willful and wanton misconduct of the City, its agents, officers, employees, servants, officials or volunteers. Finally, the indemnification portion of this section shall expressly exclude claims resulting from operation of vehicles to and from calls. The provisions of this Section D are solely intended for the benefit of the parties to this Agreement and their agents, employees, officials, officers, and volunteers and shall not be construed as to waive or reduce any immunity from liability under Chapter 2744 of the Ohio Revised Code and as may be amended from time to time. Moreover, this Section D shall survive the termination of this Agreement.

(E) **Other Serviced Area** - The parties mutually understand and agree that service boundaries may be changed under the Henry County 9-1-1 System (hereinafter called "the 9-1-1 System"). If the service boundaries change after the execution of this Contract, the City shall only be responsible to respond to the Service Area as established in paragraph (B) of this Contract. If for any reason the City responds outside the contractual service area as a result of improper dispatch or citizen request, but within the district and outside the City, the provisions of paragraph (D) shall apply.

(F) **Emergency Medical Service Fee** - The District shall establish its own fee schedules, if any desired, for emergency medical services rendered within the service area, to be retained by the District. If such fee schedule is established, the District shall endeavor to either invoice directly or use the services of a third party invoicing company related to invoicing and/or collection for services rendered within the service area. In the event that the District decides to contract with a third party invoicing and/or collection company(s), then the District agrees to make reasonable efforts to utilize the same third party company(s) as that used by the City. With written consent of the City, the District may authorize the City to act on its behalf and to invoice and/or collect from users of ambulance or emergency medical services within the service area under the terms and conditions established and memorialized by an addendum to this Contract, said addendum incorporated herein by reference. In such event, at the City's sole discretion, the City may either invoice directly or utilize the invoicing and/or collection services of third party company(s). In any event, the District agrees to pay all fees for generating

invoices and/or collection services related to services provided by the City in the service area regardless of the method used. Only the District's Board may waive all or part of any of its service fees as so established for services rendered in the service area. Nothing in this paragraph shall be construed as to requiring the City to do any invoicing or collection services for the District, third party or otherwise.

(H) **Term of Contract** - Except as provided in paragraph (M) below, this Contract shall be in effect commencing April 1, 2016 at 12:01 a.m. and ending on March 31, 2017 at 11:59 p.m., unless the parties, in writing, otherwise mutually agree to terminate the same. If either party decides to terminate the contract, the terminating party must first give 90 calendar days written notice of its intent to terminate to the other party. To the extent applicable and to the extent permitted by law, in the event that this Contract is executed after the above commencement date, it shall be considered retroactively applied and amounts due shall be adjusted in accordance with this Contract price for the above stated term and the (5%) automatic renewal increase as found below in this paragraph shall not apply to the said term. Thereafter, at the end of the initial contract period, unless otherwise terminated by one or the other party in writing, this Contract shall automatically renew on a quarterly basis upon the same provisions set forth herein, except that, in the event that neither party has taken any action or given any notice of its intent to renew or renegotiate the price, then the fixed amount shall be increased by a total of five percent (5%) for each calendar year after the first calendar year. Any amounts due after the expiration or termination of this Contract shall not be forgiven but shall remain due and payable by the District; moreover, the parties agree that any invoice "amounts" paid or unpaid from prior contracts covering this Contracts specific subject matter are accurate and undisputed and the parties mutually waive any rights to dispute the same. This provision shall survive the termination of this Contract. This Contract terminates the contract between the parties covering the same subject matter for the previous period that commenced April 1, 2015.

(I) **Waiver And Amendment** - Any provision of this Contract may be waived at any time by the party that is entitled to the benefits of such provision, but such waiver shall only be effective if in writing and signed by the party entitled to the benefits of such provisions. This Contract shall not be modified, amended, altered, or supplemented except by a writing executed by both parties.

(J) **Binding of Parties** - This Contract shall be binding upon and shall operate for the benefit of both parties, and their respective successors and assigns.

(K) **Notification to District Fiscal Officer** - The City shall send the District's Fiscal Officer, on a quarterly basis, a copy of the current expenditures and receipts for the City's Fire/Rescue Department relating to this Contract for the term of this Contract. The City shall also send to the District's Fiscal Officer, on a quarterly basis, service run data relating to this Contract during the term of this Contract. The parties agree to meet in Committee quarterly to discuss contract issues during the contract period at either party's request.

(L) **General Rights of City** - Nothing in this Contract shall be interpreted as to restrict any constitutional, statutory, legal, or inherent rights of the City with respect of matters of general legislative or managerial policy as it relates to the City's Fire/Rescue Department. The City shall retain the right and the authority to administer the business of the City's Fire/Rescue Department. The City has and will retain the full right to direct the operations of its department, to determine and establish reasonable rules, regulations, policies, procedures, and to be the sole entity to establish both personnel and equipment needs.

(M) **Nullification** - It is the understanding of the parties that this contractual arrangement is being made based upon participation via separate contract by the following townships: Napoleon, Harrison, and Freedom and the Henry County South Joint Ambulance District; therefore, should any of the said Townships or District terminate its Contract for any reason, or not enter into the same, the City has the exclusive right to terminate this Contract and/or renegotiate the terms herein without penalty whatsoever to the City.

(N) **Complete Contract** - This written Contract, including addendum No. 1 as made part of this contract, shall constitute the complete Contract between the parties and no oral representations or other, except for written amendments hereto, shall be relied upon.

(O) **Invalid or Void Provisions** - In the event a court of competent jurisdiction should find any clause or provision invalid or void, then only that portion found invalid or void shall be held as such and the remainder shall be considered in full force and effect.

(P) **Confidentiality** - During the Term of this Agreement and at all times thereafter, the parties agree to comply with all applicable privacy and security laws including but not limited to the Health Insurance Portability and Accountability Act of 1996, as revised and supplemented by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") and regulations promulgated thereunder (collectively, "HIPAA") regarding all protected health information ("PHI"). The parties agree to maintain the confidentiality of all PHI after the termination of this Agreement. The parties agree that any previously executed "Business Associate Agreement" between the parties is hereby terminated; however, confidentiality under the terms of this Paragraph (P) shall control over prior service contracts between the parties.

In Witness Whereof, the parties have caused duplicate originals of this Contract to be executed by their proper and duly authorized officers on the dates set forth below.

City of Napoleon, Ohio:

Monica S. Ireland, City Manager
Resolution No. 003-16

Date

Attest to authenticity:

Gregory Heath, City Finance Director

Date

Approved as to form and correctness:

Lisa L. Nagel, City Law Director

Date

Henry County South Joint Ambulance District:

Board Member

Date

Resolution No. _____

Attest to authenticity:

District Fiscal Officer

Date

Approved as to form and correctness:

Attorney for District

Date

Certificate of Fiscal Officer

The undersigned, being the Fiscal Officer of the District 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.

District Fiscal Officer

Date

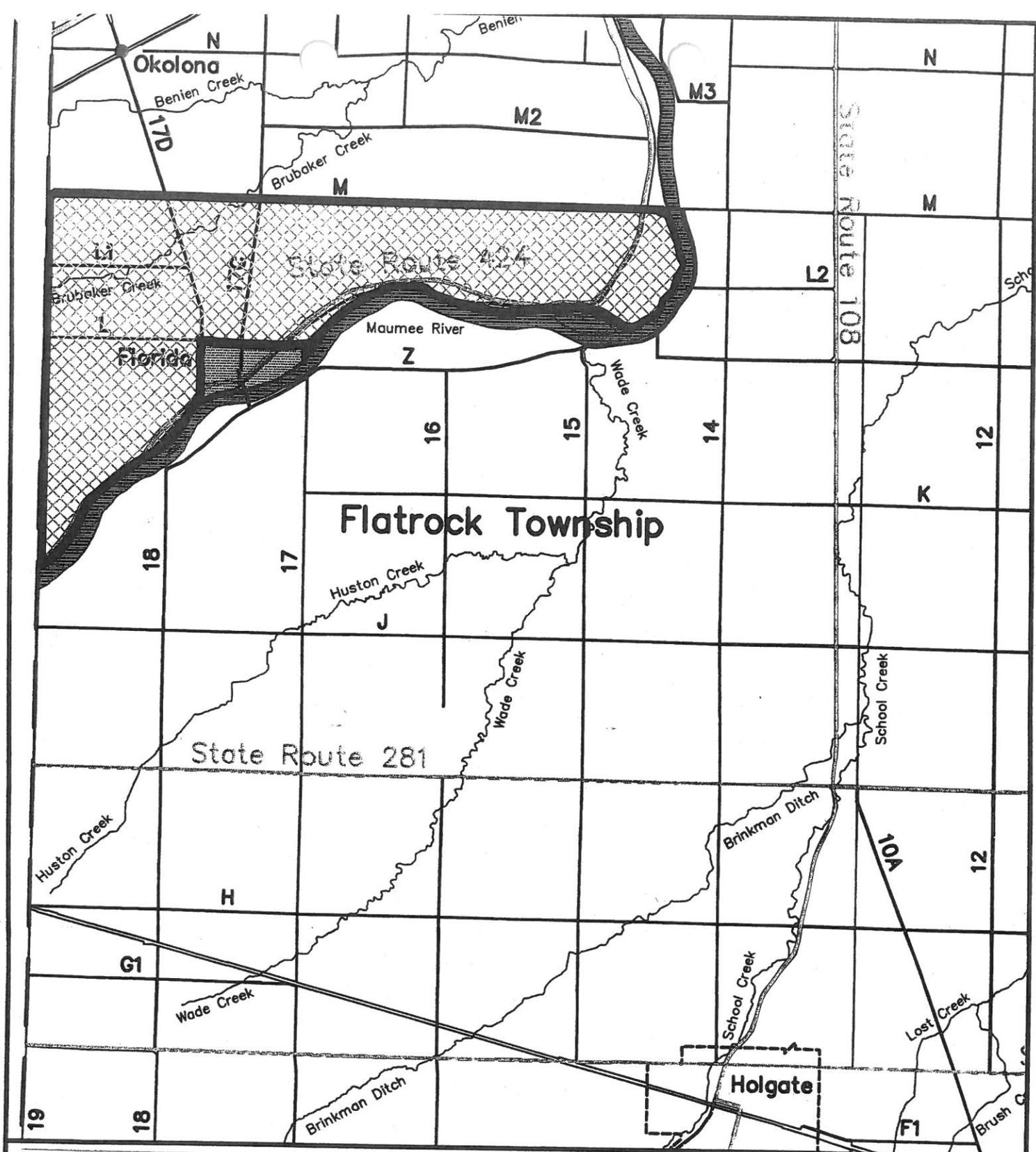
Approval as to Form:

District's Attorney

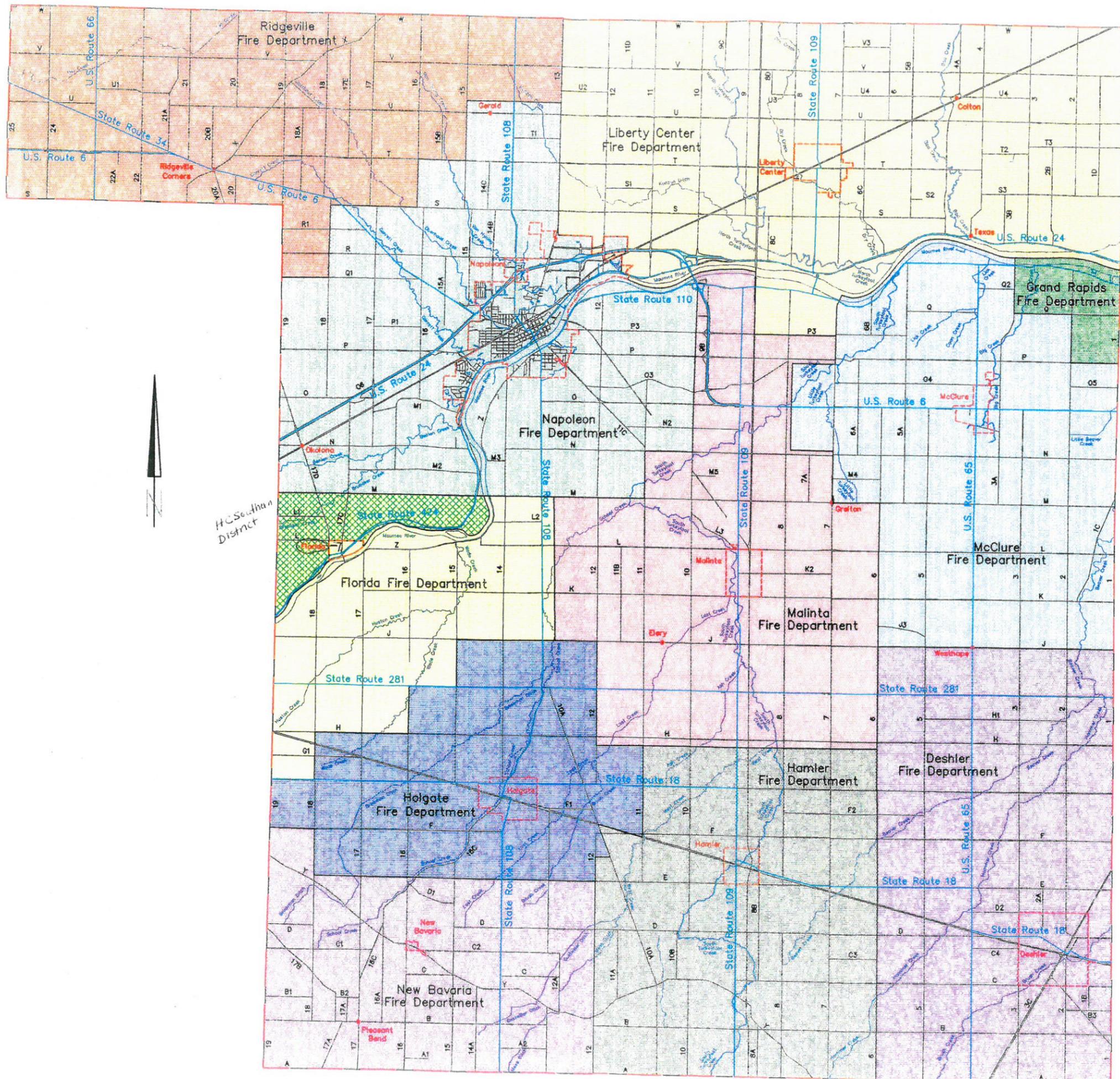
Addendum No. 1

The District authorizes and the City consents and agrees to act on the District's behalf to invoice users of ambulance or emergency medical services within the service area as defined in the Emergency Medical Service contract between the parties which identifies a commencement date of April 1, 2016, under the terms and conditions herein established.

1. The City in its sole discretion may either directly invoice or utilize the invoicing services of a third party company.
2. The District agrees to pay all fees charged by a third party invoicing and/or collection company(s) for generating invoices and/or collection services related to services provided by the City in the service area regardless of the method used. The parties acknowledge that currently the City utilizes the services of "MED3000".
3. The District agrees to the same invoicing methods for its users of ambulance or emergency medical services provided to the District as that used by the City for its users.
4. The City agrees that only the District's Board may waive all or part of any user fees as so established for rescue services rendered in the service area as defined in the Emergency Medical Service contract between the parties.
5. The District agrees that the City is merely responsible for invoicing and incidental collections as a result of the invoicing process. In no event shall the City be responsible for collections once the invoicing service renders its efforts exhausted.
6. The City shall at least quarterly provide District with run information related to the services provided under the Emergency Medical Service contract to the extent required for invoicing or collection.
7. The District agrees to execute any and all confidentiality agreements and/or business associate agreements as deemed necessary by the City in order to protect patient information as may be required by law; moreover, the District shall require any subcontractors related to collection services to execute the same.



Shaded area is covered by Contract
 Henry Co. South Joint Ambulance Dist.
 Appendix "A"



HC Southern District

ORDINANCE NO. 004-16

AN ORDINANCE AMENDING ORDINANCE NO. 073-15 TO USE ALTERNATE VACATION PLAT LANGUAGE FOR THE VACATION OF A PORTION OF A CERTAIN ALLEY AND ROADWAY; THE ALTERNATE LANGUAGE IS AS FOLLOWS: "A PARCEL OF LAND LYING ADJACENT WITH LOTS 10 THRU 17, INCLUSIVE, IN HENRY YEAGER'S SECOND ADDITION, ALSO LYING ADJACENT WITH LOTS 12 THROUGH 16, INCLUSIVE, AND LOT 18 IN DAVID C. STAFFORD'S 1ST ADDITION AND ALSO BEING ROADWAYS WITHIN THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 13, TOWN 5 NORTH, RANGE 6 EAST, ALL BEING IN THE CITY OF NAPOLEON, HENRY COUNTY, OHIO"; AND DECLARING AN EMERGENCY

WHEREAS, an application for a public hearing was filed by The Napoleon Area City School District requesting the City vacate an alley and roadway located in the South and East parking lots of the Napoleon Middle School property at 303 West Main Street which is located in Henry Yeager's 2nd Addition, along with portions of the roadway within the Southwest Quarter of Fractional Section 13, Town 5 North, Range 6 East, all being in the City of Napoleon, Ohio, pursuant to Chapter 909 of the Codified Ordinances of the City of Napoleon, Ohio, and Chapter 723 of the Ohio Revised Code; and,

WHEREAS, the Planning Commission held a Public Hearing (PC-15-04) on December 8, 2015 at 5:00p.m., after being duly published, and there was no opposition; and,

WHEREAS, the Planning Commission passed Resolution No. PC-15-04 recommending that said property be vacated by Napoleon City Council;

WHEREAS, Council of the City of Napoleon unanimously passed Ordinance No. 073-15, which became effective on February 20, 2016, and thereby allowed the City of Napoleon to vacate the aforementioned property;

WHEREAS, the Henry County Recorder's Office has now indicated the following vacation plat language (as stated in the title to this Ordinance) should be utilized for recording purposes: "A Parcel of Land Lying Adjacent with Lots 10 thru 17, Inclusive, in Henry Yeager's Second Addition, also Lying Adjacent with Lots 12 thru 16, Inclusive, and Lot 18 in David C. Stafford's 1st Addition and also being Roadways within the Southwest Quarter of Fractional Section 13, Town 5 North, Range 6 East, all being in the City of Napoleon, Henry County, Ohio." **Now Therefore,**

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

Section 1. That, all of the previous findings of this Council as unanimously passed in Ordinance No. 073-15 remain in full force and effect with the exception that the following language should be used for recording purposes and as shown on the one page Exhibit "A" which is attached and incorporated herein: "A Parcel of Land Lying Adjacent with Lots 10 thru 17, Inclusive, in Henry Yeager's Second Addition, also Lying

Adjacent with Lots 12 thru 16, Inclusive, and Lot 18 in David C. Stafford's 1st Addition and also being Roadways within the Southwest Quarter of Fractional Section 13, Town 5 North, Range 6 East, all being in the City of Napoleon, Henry County, Ohio."

Section 2. That, the City Engineer is hereby instructed to present the vacation plat of said vacated alley and roadway to the Clerk of Council and the Clerk is instructed to endorse upon such plat, the action of this Council in vacating such alley and roadway and to cause this Ordinance and the said plat to be recorded in the office of the Recorder of Henry County, Ohio.

Section 3. That, the Clerk of Council is directed to notify the Auditor of Henry County, Ohio of the vacation, by sending a copy of this Ordinance.

Section 4. That, the directives as stated in Sections 2 & 3 shall only be completed after payment of all costs to the City owed by the petitioner as established in Chapter 909 of the Codified Ordinances of the City of Napoleon, Ohio, including, but not limited to a non-refundable petition processing fee of \$25.00, plus publication costs, to be paid at the time the petition is filed. If actual publication costs cannot be determined, then an estimated cost as determined by the City shall be paid by the petitioner.

Section 5. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Ordinance were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon Ohio.

Section 6. That, if any other prior Ordinance or Resolution is found to be in conflict with this Ordinance, then the provisions of this Ordinance shall prevail. Further, if any portion of this Ordinance is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof.

Section 7. That, this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this Ordinance must be in effect at the earliest possible time so the Napoleon Area City School District may obtain the property and use the property as it sees fit; therefore, provided the Ordinance 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: _____

Travis B. Sheaffer, Council President

Approved: _____

Jason P. Maassel, 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 Ordinance No. 004-16 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

VACATION PLAT

A PARCEL OF LAND LYING ADJACENT WITH LOTS 10 THRU 17, INCLUSIVE, IN HENRY YEAGER'S SECOND ADDITION, ALSO LYING ADJACENT WITH LOTS 12 THRU 16, INCLUSIVE, AND LOT 18 IN DAVID C. STAFFORD'S 1st ADDITION AND ALSO BEING ROADWAYS WITHIN THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 13, TOWN 5 NORTH, RANGE 6 EAST, ALL BEING IN THE CITY OF NAPOLEON, HENRY COUNTY, OHIO

PREPARED FOR NAPOLEON CITY SCHOOLS AT THE REQUEST OF ATTORNEY RICHARD FISHER



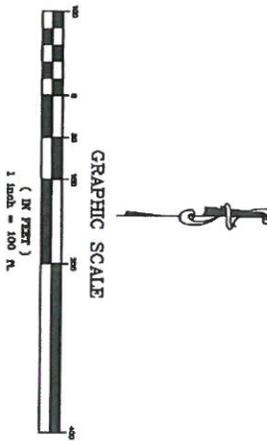
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	5729.58'	165.32'	165.31'	N 61°30'21" E	01°39'11"
C2	2291.83'	978.67'	971.25'	N 49°35'57" E	24°28'00"

NOTE
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT, AND THE PROPERTY SURVEYED IS SUBJECT TO ANY INFORMATION CONTAINED IN SUCH A REPORT.

I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS THE RESULT OF A TRUE AND ACCURATE BOUNDARY SURVEY PERFORMED UNDER MY SUPERVISION DURING JULY, 2015.

Steven N. Schmidt
Steven N. Schmidt
Professional Surveyor No. 8842

Date: 2-24-16



PLANNING COMMISSION CERTIFICATE:
UNDER THE AUTHORITY PROVIDED BY OHIO R.C. CHAPTER 711 AND CHAPTER 1105 OF THE NAPOLEON CODED ORDINANCES, THE PLAT IS HEREBY APPROVED BY THE PLANNING COMMISSION OF THE CITY OF NAPOLEON.
DATE: _____ CHAIRMAN _____
CLERK OF COUNCIL _____

CITY COUNCIL CERTIFICATE:
UNDER THE AUTHORITY PROVIDED BY OHIO R.C. CHAPTER 711 AND CHAPTER 1105 OF THE NAPOLEON CODED ORDINANCES, THE PLAT IS HEREBY APPROVED BY THE CITY COUNCIL OF THE CITY OF NAPOLEON.
DATE: _____ MAYOR _____
ATTEST: CLERK OF COUNCIL _____

COUNTY AUDITOR CERTIFICATE:
TRANSFERRED _____ 2016
HENRY COUNTY AUDITOR

COUNTY RECORDER'S CERTIFICATE:
FILED FOR RECORD _____ 2016 AT _____ M.
RECORD ON _____ 2016 ON _____ SLIDE _____
FEE _____ HENRY COUNTY RECORDER _____

TOTAL VACATION AREA CONTAINS 61,668 SQ. FT. OR 1.416 AC±

Garcia Surveyors, Inc.
P.O. Box 2628 Whitehouse, OH 43571
Phone: (419) 877-0400
Fax: (419) 877-1140
Mobile: (419) 350-8818
E-Mail: ssandholt@garciasurveyors.com
154-02089FB00A1

REVISED FEBRUARY 24, 2016

ORDINANCE NO. 005-16

AN ORDINANCE SUPPLEMENTING THE ANNUAL APPROPRIATION MEASURE (SUPPLEMENT NO. 1) FOR THE YEAR 2016; AND DECLARING AN EMERGENCY

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

Section 1. That, the annual appropriation measure passed in Ordinance No. 062-15 for the fiscal year ending December 31, 2016 shall be supplemented (Supplement No. 1) as provided in Exhibit "A" (one page), attached hereto and made a part hereof.

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

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

Section 4. That, this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time because this Ordinance provides for appropriations for the current expenses of the City which are related to public peace, health or safety; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law.

Passed: _____

Travis B. Sheaffer, Council President

Approved: _____

Jason P. Maassel, 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 Ordinance No. 005-16 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

**2016 APPROPRIATION BUDGET - SUPPLEMENTAL BUDGET ADJUSTMENT
BUDGET SUMMARY BY FUND, DEPARTMENT AND CATEGORY**

ORDINANCE No. ____-16, Passed ___/___/2016 FUND/DEPARTMENT-1ST QUARTER ADJUSTMENT	2016 SUPPLEMENTAL BUDGET ADJUSTMENT			2016 FUND TOTAL
	PERSONAL SERVICES	OTHER	TOTAL	
170 MUNICIPAL INCOME TAX FUND 1510 Finance/Income Tax Collection	\$5,000	-\$5,000	\$0	\$0
- 1510 Fin./Income Tax - Funding of Seasonal Position as Approved by City Council, Net Zero - \$-0-:				
Accounts - 170.1510.59010 Refunds-Income Tax		-\$5,000		
Accounts - 170.1510.51190 Salary-Seasonal	\$5,000			
276 LAW ENFORCEMENT BLOCK GRANT FUND 2100 Police/Safety Services	\$0	\$15,282.75	\$15,282.75	\$15,282.75
- 2100 Pol./Safety Serv. -Correction Reimb. Not Posted for Prior Years Grant for Salary & Fringes to Grant - \$15,282.75				
Accounts - 276.9800.59130 Reimburse-Shared Ex		\$15,282.75		
420 DOWNTOWN POCKET PARK FUND 4400 Recreation/Programs	\$0	\$25,972.38	\$25,972.38	\$25,972.38
- 4400 Rec./Pgms. -Refund back to HC Chamber of Commerce Advanced Funds on Pocket Park - \$25,972.38:				
Accounts - 420.4400.59000 Refunds-Miscellaneous		\$25,972.38		
500 ELECTRIC UTILITY REVENUE FUND 6110 Electric/Operations, Distribution System	\$4,000	\$3,600	\$7,600	\$7,600
- 6110 Electric/Dist. -Additional Estimated Labor Hours at City Managers Request - \$4,000:				
- 6110 Electric/Dist. -Additional Amount for Memberships and Dues - \$3,600:				
Accounts - 500.6110.51100 Salary-Non Bargaining	\$4,000			
Accounts - 500.6110.52010 Membership and Dues		\$3,600		
510 WATER REVENUE FUND 6200 Water/Treatment Plant Operations	\$0	\$1,000,000	\$1,000,000	\$1,000,000
- 6200 Water/Trtmt.Plant -Advance Funding on Water Plant Upgrades, UV System to meet EPA timeline - \$1,000,000:				
-NOTE: This expense will be rolled into the 519 Water Plant Ren.& Imp. Fund once Final Funding is complete.				
Accounts - 510.6200.57700 Water Improvements		\$1,000,000.00		
* GRAND TOTAL - ALL FUNDS	\$9,000	\$1,039,855.13	\$1,048,855.13	\$1,048,855.13

RESOLUTION NO. 006-16

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OVER TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) RELATED TO THE INSTALLATION OF UV UNITS FOR THE WATER TREATMENT PLANT REHABILITATION PROJECT; AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE LOW BIDDER WHO WILL BE REQUIRED TO PURCHASE AND INSTALL UV UNITS MANUFACTURED BY TROJAN TECHNOLOGIES; AND DECLARING AN EMERGENCY

WHEREAS, as part of the City of Napoleon's water treatment plant rehabilitation project, certain items must be completed separately from the overall primary project in order to meet established deadlines for the LT2 Enhanced Treatment rule; and

WHEREAS, one such required separate item is the installation of certain UV units for use at the plant; and

WHEREAS, the water treatment plant rehabilitation project was included in the 2016 Master Bid Resolution No. 064-15; and

WHEREAS, URS Corporation has been working with the Ohio Environmental Protection Agency ("O.E.P.A.") regarding this UV form of water treatment; and

WHEREAS, URS Corporation has been using specifications for UV units manufactured by Trojan Technologies and also approved by the O.E.P.A.; and

WHEREAS, based on the aforementioned specification use, the recommendation of the design engineer, and the approval of the O.E.P.A., Council believes it is in the best interest of the City of Napoleon to require the installing company (low bidder) to use UV units manufactured by Trojan Technologies; **Now Therefore**,

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

Section 1. That, the City of Napoleon authorizes the expenditure of funds in excess of \$25,000.00 for the purchase and installation of certain UV units for use in the water treatment plant rehabilitation project.

Section 2. That, the City Manager is authorized to exclusively specify the installation of UV units manufactured by Trojan Technologies.

Section 3. 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 4. 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 5. 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 so that the UV units can be timely installed, all of which affects 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: _____

Travis B. Sheaffer, Council President

Approved: _____

Jason P. Maassel, Mayor

VOTE ON PASSAGE _____ Yea _____ Nay _____ Abstain

Attest:

Gregory J. Heath, Clerk/Finance Director

I, Gregory J. Heath, Clerk/Finance Director of the City of Napoleon, do hereby certify that the foregoing Resolution No. 006-16 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

MARCH 2016		City of Napoleon, Ohio									
DETERMINATION OF MONTHLY - POWER SUPPLY COST ADJUSTMENT FACTOR (PSCAF)											
AMP Billed Usage Month	City Billing Month	City Net kWh Delivered	Power Supply Costs (*Net of Known) (Credit's)	Rolling 3-Month Totals Current + Prior 2 Months		Rolling 3 Month Average Cost	Less: Fixed Base Power Supply Cost	PSCA Dollar Difference + or (-)	PSCAF 3 MONTH AVERAGED FACTOR		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)		
		Actual Billed	Actual Billed	c + prior 2 Mo	d + prior 2 Mo	f / e	\$0.07194 Fixed	g + h	i X 1.075		
Jan '14	March '14	15,559,087	\$ 1,172,398.60	43,288,581	\$ 3,206,860.62	\$ 0.07408	\$ (0.07194)	\$ 0.00214	\$ 0.00230		
Feb '14	April '14	13,478,231	\$ 947,067.14	43,571,256	\$ 3,225,617.92	\$ 0.07403	\$ (0.07194)	\$ 0.00209	\$ 0.00225		
March '14	May '14	13,601,244	\$ 1,078,817.99	42,638,562	\$ 3,198,283.73	\$ 0.07501	\$ (0.07194)	\$ 0.00307	\$ 0.00330		
April '14	June '14	11,742,091	\$ 857,959.09	38,821,566	\$ 2,883,844.22	\$ 0.07428	\$ (0.07194)	\$ 0.00234	\$ 0.00252		
May '14	July '14	12,551,978	\$ 1,033,671.88	37,895,313	\$ 2,970,448.96	\$ 0.07839	\$ (0.07194)	\$ 0.00645	\$ 0.00693		
June '14	Aug '14	13,993,641	\$ 1,106,124.65	38,287,710	\$ 2,997,755.62	\$ 0.07830	\$ (0.07194)	\$ 0.00636	\$ 0.00683		
July '14	Sept '14	14,400,701	\$ 1,168,920.36	40,946,320	\$ 3,308,716.89	\$ 0.08081	\$ (0.07194)	\$ 0.00887	\$ 0.00953		
Aug '14	Oct '14	14,963,886	\$ 1,130,286.47	43,358,228	\$ 3,405,331.48	\$ 0.07854	\$ (0.07194)	\$ 0.00660	\$ 0.00709		
Sept '14	Nov '14	12,933,928	\$ 873,122.55	42,298,515	\$ 3,172,329.38	\$ 0.07500	\$ (0.07194)	\$ 0.00306	\$ 0.00329		
Oct '14	Dec '14	12,957,031	\$ 1,007,380.97	40,854,845	\$ 3,010,789.99	\$ 0.07369	\$ (0.07194)	\$ 0.00175	\$ 0.00189		
Nov '14	Jan '15	13,630,693	\$ 1,048,435.47	39,521,652	\$ 2,928,938.99	\$ 0.07411	\$ (0.07194)	\$ 0.00217	\$ 0.00233		
Dec '14	Feb '15	14,030,217	\$ 1,077,557.19	40,617,941	\$ 3,133,373.63	\$ 0.07714	\$ (0.07194)	\$ 0.00520	\$ 0.00559		
Jan '15	March '15	14,814,734	\$* 1,036,847.14	42,475,644	\$ 3,162,839.80	\$ 0.07446	\$ (0.07194)	\$ 0.00252	\$ 0.00271		
Feb '15	April '15	13,867,347	\$ 960,357.18	42,712,298	\$ 3,074,761.51	\$ 0.07199	\$ (0.07194)	\$ 0.00005	\$ 0.00005		
March '15	May '15	13,844,262	\$ 1,003,564.83	42,526,343	\$ 3,000,769.15	\$ 0.07056	\$ (0.07194)	\$ (0.00138)	\$ (0.00148)		
April '15	June '15	12,167,778	\$ 886,097.15	39,879,387	\$ 2,850,019.16	\$ 0.07147	\$ (0.07194)	\$ (0.00047)	\$ (0.00051)		
May '15	July '15	11,261,298	\$ 881,002.83	37,273,338	\$ 2,770,664.81	\$ 0.07433	\$ (0.07194)	\$ 0.00239	\$ 0.00257		
Jun '15	Aug '15	13,738,522	\$ 916,655.51	37,167,598	\$ 2,683,755.49	\$ 0.07221	\$ (0.07194)	\$ 0.00027	\$ 0.00029		
Jul '15	Sep '15	15,053,827	\$ 979,654.01	40,053,647	\$ 2,777,312.35	\$ 0.06934	\$ (0.07194)	\$ (0.00260)	\$ (0.00280)		
Aug '15	Oct '15	15,336,926	\$ 965,909.05	44,129,275	\$ 2,862,218.57	\$ 0.06486	\$ (0.07194)	\$ (0.00708)	\$ (0.00761)		
Sept '15	Nov '15	14,245,268	\$ 1,020,249.35	44,636,021	\$ 2,965,812.41	\$ 0.06644	\$ (0.07194)	\$ (0.00550)	\$ (0.00591)		
Oct '15	Dec '15	13,510,482	\$ 809,877.76	43,092,676	\$ 2,796,036.16	\$ 0.06488	\$ (0.07194)	\$ (0.00706)	\$ (0.00758)		
Nov '15	Jan '16	13,060,476	\$ 939,293.49	40,816,226	\$ 2,769,420.60	\$ 0.06785	\$ (0.07194)	\$ (0.00409)	\$ (0.00440)		
Dec '15	Feb '16	13,634,579	\$ 863,769.64	40,205,537	\$ 2,612,940.89	\$ 0.06499	\$ (0.07194)	\$ (0.00695)	\$ (0.00747)		
Jan '16	Mar '16	14,813,772	\$ 1,060,489.73	41,508,827	\$ 2,863,552.86	\$ 0.06899	\$ (0.07194)	\$ (0.00295)	\$ (0.00317)		

BILLING SUMMARY AND CONS								
2016 - MARCH BILLING WITH FEBRUARY 2016								
PREVIOUS MONTH'S POWER BILLS - PL								
DATA PERIOD								
AMP-Ohio Bill Month								
City-System Data Month								
City-Monthly Billing Cycle								
	=====	====WIND=====	===SOLAR===	===TRANSMISSION, SERVICE FEES & MISC. CONTRACTS===				
(	JV-5	JV-6	AMP SOLAR	EFFNCY.SMART	TRANSMISSION	SERVICE FEES	MISCELLANEOUS	TOTAL -
PURCHASED POWER-RESOURCES -> (	HYDRO	WIND	PHASE 1	POWER PLANT	CHARGES	DISPATCH, A & B	CHARGES &	ALL
(	7x24 @ ATSI	SCHED. @ ATSI	SCHED. @ ATSI	2014 - 2017	Other Charges	Other Charges	LEVELIZATION	RESOURCES
Delivered kWh (On Peak) ->	2,297,472	61,277	79,166	0				14,575,815
Delivered kWh (Off Peak) ->								698,778
Delivered kWh (Replacement/Losses/Offset) ->	33,505							33,505
Delivered kWh/Sale (Credits) ->								-494,326
Net Total Delivered kWh as Billed ->	2,330,977	61,277	79,166	0	0	0	0	14,813,772
Percent % of Total Power Purchased->	15.7352%	0.4136%	0.5344%	0.0000%	0.0000%	0.0000%	0.0000%	100.0000%
							Verification Total ->	100.0000%
COST OF PURCHASED POWER:								
DEMAND CHARGES (+Debits)								
Demand Charges	\$35,332.94	\$1,576.48			\$109,699.10			\$292,246.96
Debt Services (Principal & Interest)	\$55,381.81							\$225,833.77
DEMAND CHARGES (-Credits)								
Transmission Charges (Demand-Credits)	-\$11,179.16	-\$117.67						-\$41,488.73
Capacity Credit	-\$33,531.82	-\$1,131.13						-\$254,629.52
Sub-Total Demand Charges	\$46,003.77	\$327.68	\$0.00	\$0.00	\$109,699.10	\$0.00	\$0.00	\$221,962.48
ENERGY CHARGES (+Debits):								
Energy Charges - (On Peak)	\$55,210.55		\$6,729.11		\$4,762.85			\$459,751.31
Energy Charges - (Replacement/Off Peak)								\$25,733.91
Net Congestion, Losses, FTR								\$18,569.98
Transmission Charges (Energy-Debits)								\$18,212.10
ESPP Charges				\$17,953.72				\$17,953.72
Bill Adjustments (General & Rate Levelization)								\$4,449.04
ENERGY CHARGES (-Credits or Adjustments):								
Energy Charges - On Peak (Sale or Rate Stabilization)								-\$11,972.90
Net Congestion, Losses, FTR								\$0.00
Bill Adjustments (General & Rate Levelization)								-\$11,034.12
Sub-Total Energy Charges	\$55,210.55	\$0.00	\$6,729.11	\$17,953.72	\$4,762.85	\$0.00	\$0.00	\$521,663.04
TRANSMISSION & SERVICE CHARGES, MISC.:								
RPM / PJM Charges Capacity - (+Debit)					\$316,061.01			\$316,061.01
RPM / PJM Charges Capacity - (-Credit)							-\$11,447.06	-\$11,447.06
Service Fees AMP-Dispatch Center - (+Debit/-Credit)						\$700.46		\$700.46
Service Fees AMP-Part A - (+Debit/-Credit)						\$2,921.91		\$2,921.91
Service Fees AMP-Part B - (+Debit/-Credit)						\$8,627.89		\$8,627.89
Other Charges & Bill Adjustments - (+Debit/-Credit)								\$0.00
Sub-Total Service Fees & Other Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$316,061.01	\$12,250.26	-\$11,447.06	\$316,864.21
TOTAL - ALL COSTS OF PURCHASED POWER	\$101,214.32	\$327.68	\$6,729.11	\$17,953.72	\$430,522.96	\$12,250.26	-\$11,447.06	\$1,060,489.73
							Verification Total ->	\$1,060,489.73
Purchased Power Resources - Cost per kWh->	\$0.043421	\$0.005348	\$0.085000	\$0.000000	\$0.000000	\$0.000000	\$0.000000	\$0.071588
								(Northern Pool Power - On-Peak + Off-Peak - Energy Charge/kWh) = JV2 Electric Service Rate ->
								\$0.035676
								(Northern Pool Power - On-Peak + Off-Peak - Energy Charge/kWh) = JV5 Electric Service Rate ->
								\$0.035676



AMERICAN MUNICIPAL POWER, INC.

1111 Schrock Rd, Suite 100
 COLUMBUS, OHIO 43229
 PHONE: (614) 540-1111
 FAX: (614) 540-1078

INVOICE NUMBER: 191354
INVOICE DATE: 2/15/2016
DUE DATE: 3/1/2016
TOTAL AMOUNT DUE: \$912,126.05
CUSTOMER NUMBER: 5020
CUSTOMER P.O. #: RG10046

City of Napoleon

Gregory J. Heath, Finance Director
 255 W. Riverview Ave., P.O. Box 151
 Napoleon, Ohio 43545-0151

PLEASE WRITE INVOICE NUMBER ON
 REMITTANCE AND RETURN YELLOW INVOICE
 COPY. MAKE CHECK PAYABLE TO AMP.

Northern Power Pool Billing - January, 2016

MUNICIPAL PEAK: 25,640 kW
 TOTAL METERED ENERGY: 14,875,666 kWh

**DO NOT PAY - AMOUNT AUTOMATICALLY
 DEDUCTED FROM YOUR BANK ACCOUNT**

**EMAIL BILLING@AMPPARTNERS.ORG
 WITH ANY QUESTIONS**

Total Power Charges: \$480,799.89
 Total Transmission Charges: \$430,522.96
 Total Other Charges: \$12,250.26
 Total Miscellaneous Charges: -\$11,447.06

GRAND TOTAL POWER INVOICE: \$912,126.05

****The Total Charges on this invoice may include a credit paid to the Municipal for power supply which was invoiced separately and repurchased by AMP for use as a Northern Power Pool Resource.**

NOTE: PLEASE SEE ENCLOSED BACKUP FOR MORE DETAILED INFORMATION

*** To avoid a delayed payment charge, payment must be made to provide available funds for use by AMP on or before the due date.

Wire or ACH Transfer Information :
 Huntington National Bank
 Columbus, Ohio
 Account 0189-2204055
 ABA: #044 000024

Mailing Address :
 AMP, Inc.
 Dept. L614
 Columbus, Oh 43260

BANK LOCK BOX DEPOSIT		AMOUNT
General Fund (010)	10	\$532,793.83
ECC (012)	12	\$700.46
Combined Hydros (027)	27	\$29,694.74
AMPCT (025)	25	\$34,835.57
ESPP (016)	16	\$6,506.66
Meldahl Hydro (045)	45	\$2,794.13
AFEC (004)	4	\$122,149.20
AMPGS (009)	9	\$0.00
PSEC (013)	13	\$175,922.35
NapSolar (031)	31	\$6,729.11
Jv2 (062)	62	\$0.00
TOTAL DEPOSIT		\$912,126.05

DETAIL INFORMATION OF POWER CHARGES January , 2016

Napoleon

FOR THE MONTH OF:	January, 2016	Total Metered Load kWh:	14,875,666
		Transmission Losses kWh:	-61,894
		Distribution Losses kWh:	0
		Total Energy Req. kWh:	14,813,772
TIME OF FENTS PEAK:	01/18/2016 @ H.E. 19:00	COINCIDENT PEAK kW:	25,640
TIME OF MUNICIPAL PEAK:	01/18/2016 @ H.E. 19:00	MUNICIPAL PEAK kW:	25,640
TRANSMISSION PEAK:	July, 2015	TRANSMISSION PEAK kW:	30,302
		PJM Capacity Requirement kW:	28,312

Napoleon Resources

AMP CT - Sched @ ATSI				
Demand Charge:	\$2.809320	/ kW *	12,400 kW =	\$34,835.57
Transmission Credit:	\$2.391085	/ kW *	-12,400 kW =	-\$29,649.45
Capacity Credit:	\$7.896662	/ kW *	-12,400 kW =	-\$97,918.61
Subtotal	#N/A	/ kWh *	0 kWh =	-\$92,732.49
Fremont - sched @ Fremont				
Demand Charge:	\$4.691658	/ kW *	8,767 kW =	\$41,131.77
Energy Charge:	\$0.027588	/ kWh *	4,656,594 kWh =	\$128,463.90
Net Congestion, Losses, FTR:	\$0.001751	/ kWh *		\$8,153.02
Capacity Credit:	\$11.023528	/ kW *	-8,767 kW =	-\$96,643.27
Debt Service	\$5.050719	/ kW	8,767 kW	\$44,279.65
Adjustment for prior month:				\$4,917.15
Subtotal	\$0.027982	/ kWh *	4,656,594 kWh =	\$130,302.22
AMP Hydro CSW - Sched @ PJMC				
Demand Charge:	\$5.186477	/ kW *	398 kW =	\$2,063.33
Energy Charge:	\$0.000323	/ kWh *	211,727 kWh =	\$68.43
Net Congestion, Losses, FTR:	\$0.003320	/ kWh *		\$702.98
Capacity Credit:	\$2.794519	/ kW *	-398 kW =	-\$1,111.74
Debt Service	\$62.066323	/ kW	398 kW	\$24,691.77
Board Approved Rate Levelization				\$4,406.40
REC Credit (Estimate)				-\$423.45
Subtotal	\$0.143570	/ kWh *	211,727 kWh =	\$30,397.72
Meldahl Hydro - Sched @ Meldahl Bus				
Demand Charge:	\$8.199008	/ kW *	65 kW =	\$533.20
Energy Charge:	\$0.000085	/ kWh *	34,651 kWh =	\$2.94
Net Congestion, Losses, FTR:	\$0.001826	/ kWh *		\$63.27
Capacity Credit:	\$4.294638	/ kW *	-65 kW =	-\$279.29
Debt Service	\$30.592510	/ kW	65 kW	\$1,989.50
Board Approved Rate Levelization				\$553.81
REC Credit (Estimate)				-\$69.30
Subtotal	\$0.080636	/ kWh *	34,651 kWh =	\$2,794.13
JV6 - Sched @ ATSI				
Demand Charge:			300 kW	
Energy Charge:			61,277 kWh	
Transmission Credit:	\$0.392233	/ kW *	-300 kW =	-\$117.67
Capacity Credit:	\$3.770433	/ kW *	-300 kW =	-\$1,131.13
Subtotal	-\$0.020380	/ kWh *	61,277 kWh =	-\$1,248.80
Prairie State - Sched @ PJMC				
Demand Charge:	\$11.826988	/ kW *	4,976 kW =	\$58,851.09
Energy Charge:	\$0.011581	/ kWh *	2,817,933 kWh =	\$32,635.65
Net Congestion, Losses, FTR:	\$0.003162	/ kWh *		\$8,911.16
Capacity Credit:	\$3.114813	/ kW *	-4,976 kW =	-\$15,499.31
Debt Service	\$19.994180	/ kW	4,976 kW	\$99,491.04
Transmission from PSEC to PJM/MISO, including non-Prairie State variable charges/credits	\$0.006463	/ kWh	2,817,933 kWh	\$18,212.10
Board Approved Rate Levelization				-\$17,768.22
Subtotal	\$0.065592	/ kWh *	2,817,933 kWh =	\$184,833.51
NYPA - Sched @ NYIS				
Demand Charge:	\$7.832683	/ kW *	943 kW =	\$7,386.22
Energy Charge:	\$0.012854	/ kWh *	612,424 kWh =	\$7,872.05
Net Congestion, Losses, FTR:	\$0.000065	/ kWh *		\$39.51
Capacity Credit:	\$7.567444	/ kW *	-900 kW =	-\$6,810.70
Adjustment for prior month:				\$1,773.89
Subtotal	\$0.016755	/ kWh *	612,424 kWh =	\$10,260.97
JV5 - 7X24 @ ATSI				
Demand Charge:			3,088 kW	
Energy Charge:			2,297,472 kWh	
Transmission Credit:	\$3.620194	/ kW *	-3,088 kW =	-\$11,179.16
Capacity Credit:	\$10.858750	/ kW *	-3,088 kW =	-\$33,531.82
Subtotal	-\$0.019461	/ kWh *	2,297,472 kWh =	-\$44,710.98
JV5 Losses - Sched @ ATSI				
Energy Charge:			33,505 kWh	
Subtotal	#N/A	/ kWh *	33,505 kWh =	\$0.00
JV2 - Sched @ ATSI				
Demand Charge:			264 kW	
Energy Charge:	\$0.026785	/ kWh *	424 kWh =	\$11.36
Transmission Credit:	\$2.054735	/ kW *	-264 kW =	-\$542.45
Capacity Credit:	\$6.453220	/ kW *	-264 kW =	-\$1,703.65
Subtotal	-\$5.269066	/ kWh *	424 kWh =	-\$2,234.74
AMP Solar Phase I - Sched @ ATSI				
Demand Charge:			1,040 kW	

DETAIL INFORMATION OF POWER CHARGES January , 2016

Napoleon

Energy Charge:	\$0.085000	/ kWh *	79,166 kWh =	\$6,729.11
Subtotal	\$0.085000	/ kWh *	79,166 kWh =	\$6,729.11
Morgan Stanley 2015-2020 - 7x24 @ AD				
Demand Charge:			3,800 kW	
Energy Charge:	\$0.062950	/ kWh *	2,827,200 kWh =	\$177,972.24
Net Congestion, Losses, FTR:	\$0.000248	/ kWh *		\$700.04
Subtotal	\$0.063198	/ kWh *	2,827,200 kWh =	\$178,672.28
Efficiency Smart Power Plant 2014-2017				
ESPP 2014-2017 obligation @ \$1.400 /MWh x 153,889. MWh / 12				\$17,953.72
Subtotal	#N/A	/ kWh *	0 kWh =	\$17,953.72
Northern Power Pool:				
On Peak Energy Charge: (M-F HE 08-23 EDT)	\$0.047108	/ kWh *	976,947 kWh =	\$46,022.23
Off Peak Energy Charge:	\$0.036827	/ kWh *	698,778 kWh =	\$25,733.91
Sale of Excess Non-Pool Resources to Pool	\$0.024221	/ kWh *	-494,326 kWh =	-\$11,972.90
Subtotal	\$0.050604	/ kWh *	1,181,399 kWh =	\$59,783.24
Total Demand Charges:				\$19,134.89
Total Energy Charges:				\$461,665.00
Total Power Charges:			14,813,772 kWh	\$480,799.89
TRANSMISSION CHARGES:				
Demand Charge:	\$3.620193	/ kW *	30,302 kW =	\$109,699.10
Energy Charge:	\$0.000381	/ kWh *	12,516,300 kWh =	\$4,762.85
RPM (Capacity) Charges:	\$11.163500	/ kW *	28,312 kW =	\$316,061.01
TOTAL TRANSMISSION CHARGES:	\$0.034397	/ kWh *	12,516,300 kWh =	\$430,522.96
Dispatch Center Charges:	\$0.000047	/ kWh *	14,875,666 kWh =	\$700.46
Service Fee Part A,				
Based on Annual Municipal Sales	\$0.000229	/ kWh *	153,112,965 kWh 1/12 =	\$2,921.91
Service Fee Part B,				
Energy Purchases	\$0.000580	/ kWh *	14,875,666 kWh =	\$8,627.89
TOTAL OTHER CHARGES:				\$12,250.26
MISCELLANEOUS CHARGES:				
Credit for PJM capacity revenues generated by Efficiency Smart projects				-\$11,447.06
TOTAL MISCELLANEOUS CHARGES:				-\$11,447.06
GRAND TOTAL POWER INVOICE:				\$912,126.05

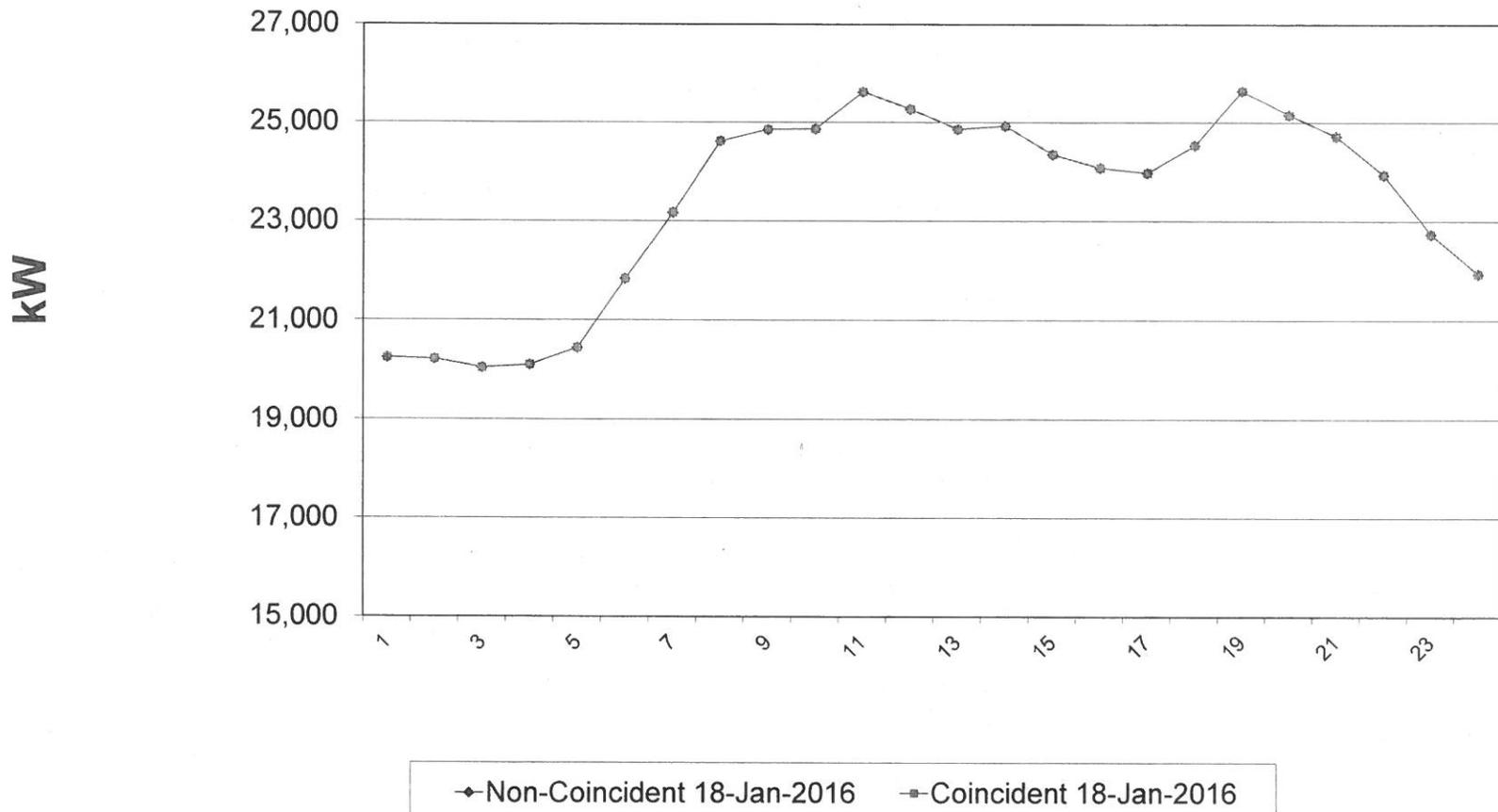
Napoleon Capacity Plan - Actual											
Jan	2016	ACTUAL DEMAND = 25.640 MW									
Days	31	ACTUAL ENERGY = 14,876 MWH									
	SOURCE	DEMAND	ENERGY	LOAD	DEMAND	ENERGY	DEMAND	ENERGY	TOTAL	EFFECTIVE	%
	(1)	MW	MWH	FACTOR	\$/KW	\$/MWH	CHARGE	CHARGE	CHARGES	RATE	OF
		(2)	(4)	(5)	(6)	(7)	(9)	(10)	(11)	\$/MWH	DOLLARS
											(13)
1	NPP Pool Purchases	0.00	1,676	0%	\$0.00	\$42.82	\$0	\$71,756	\$71,756	\$42.82	6.8%
2	NPP Pool Sales	0.00	-494	0%	\$0.00	\$24.22	\$0	-\$11,973	-\$11,973	\$24.22	-1.1%
3	AFEC	8.77	4,657	71%	-\$0.72	\$29.34	-\$6,315	\$136,617	\$130,302	\$27.98	12.3%
4	Prairie State	4.98	2,818	76%	\$25.14	\$21.21	\$125,075	\$59,759	\$184,834	\$65.59	17.5%
5	NYPA - Ohio	0.94	612	87%	\$0.61	\$15.81	\$576	\$9,685	\$10,261	\$16.75	1.0%
6	JV5	3.09	2,297	100%	\$14.90	\$24.03	\$46,004	\$55,211	\$101,214	\$44.05	9.6%
7	JV5 Losses	0.00	34	0%	\$0.00	\$0.00	\$0	\$0	\$0	\$0.00	0.0%
8	AMP-Hydro	0.40	212	72%	\$74.47	\$3.64	\$29,626	\$771	\$30,398	\$143.57	2.9%
9	Meldahl	0.07	35	72%	\$41.95	\$1.91	\$2,728	\$66	\$2,794	\$80.64	0.3%
10	JV6	0.30	61	27%	\$1.09	\$0.00	\$328	\$0	\$328	\$5.35	0.0%
11	AMP Solar Phase I	1.04	79	10%	\$0.00	\$85.00	\$0	\$6,729	\$6,729	\$85.00	0.6%
12	Morgan Stanley 2015-2020 7x24	3.80	2,827	100%	\$0.00	\$63.20	\$0	\$178,672	\$178,672	\$63.20	16.9%
13	AMPCT	12.40	0	0%	-\$7.48	\$0.00	-\$92,732	\$0	-\$92,732	\$0.00	-8.8%
14	JV2	0.26	0	0%	-\$5.24	\$26.78	-\$1,384	\$11	-\$1,373	-\$3,236.91	-0.1%
	POWER TOTAL	36.04	14,814	55%			\$103,904	\$507,305	\$611,210	\$41.26	57.8%
15	Energy Efficiency		0		\$0.00	\$0.00	\$0	\$6,507	\$6,507	\$0.00	0.6%
16	Installed Capacity	28.31			\$11.16		\$316,061	\$0	\$316,061	\$21.25	29.9%
17	TRANSMISSION	30.30	12,516		\$3.62	\$0.38	\$109,699	\$4,763	\$114,462	\$7.69	10.8%
18	Distribution Charge	25.64			\$0.00	\$0.00	\$0	\$0	\$0	\$0.00	0.0%
19	Service Fee B		14,876			\$0.58		\$8,628	\$8,628	\$0.58	0.8%
20	Dispatch Charge		14,876			\$0.05		\$700	\$700	\$0.05	0.1%
	OTHER TOTAL						\$425,760	\$20,598	\$446,358	\$30.01	42.2%
	GRAND TOTAL PURCHASED		14,814				\$529,665	\$527,903	\$1,057,568		
	Delivered to members	25.640	14,876	78%			\$529,665	\$527,903	\$1,057,568	\$71.09	100.0%
		DEMAND	ENERGY	L.F.					TOTAL \$	\$/MWh	Avg Temp
	2016 Forecast	25.03	14,915	80%					\$1,207,917	\$80.99	25.5
	2015 Actual	25.98	14,919	77%					\$1,007,996	\$67.56	20.7
	2014 Actual	26.29	15,666	80%					\$1,285,215	\$82.04	16.0
									Actual Temp		26.6

NAPOLEON

Date Hour	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
	1/1/2016	1/2/2016	1/3/2016	1/4/2016	1/5/2016	1/6/2016	1/7/2016	1/8/2016	1/9/2016	1/10/2016	1/11/2016	1/12/2016	1/13/2016	1/14/2016	1/15/2016
100	14,595	14,596	14,231	17,024	19,999	19,420	18,961	18,716	15,658	14,836	19,300	20,341	21,020	20,481	18,911
200	13,912	14,107	13,790	16,922	19,336	19,344	18,452	18,111	15,041	14,217	19,081	19,848	20,499	19,863	18,272
300	13,784	13,513	13,753	16,718	19,345	19,251	18,360	18,068	14,792	13,826	18,997	19,697	20,634	19,880	18,016
400	13,716	13,539	13,561	16,646	19,204	19,023	18,161	17,856	14,605	13,691	18,788	19,592	20,209	19,827	17,578
500	13,835	13,620	13,459	17,246	19,360	19,380	18,567	18,256	14,833	13,905	19,670	19,615	20,662	19,989	18,209
600	14,023	14,069	13,686	18,470	20,314	20,544	19,563	19,205	15,003	14,445	20,703	20,422	21,660	20,702	19,036
700	14,183	14,510	14,150	19,898	21,757	21,869	20,924	20,602	15,464	15,176	22,574	22,166	23,074	22,447	20,712
800	14,634	15,343	14,742	21,202	23,502	23,105	22,222	22,104	16,573	16,403	23,883	23,290	24,832	24,022	22,180
900	14,875	15,595	14,652	21,409	23,313	23,014	22,349	22,426	16,940	17,170	24,335	23,527	24,943	23,747	22,117
1000	15,160	16,115	14,983	21,707	23,116	22,864	22,237	22,725	17,056	17,250	24,239	23,894	24,631	23,690	22,086
1100	15,929	16,378	15,540	22,250	23,313	22,672	22,050	22,829	17,243	17,647	24,395	23,941	24,139	23,117	22,336
1200	16,333	16,524	16,016	22,148	23,040	22,252	21,667	22,734	17,199	18,011	23,923	24,116	23,524	22,996	22,183
1300	16,555	16,632	16,271	22,159	22,822	22,218	21,462	22,616	16,938	18,358	23,871	23,660	23,550	22,354	22,345
1400	16,174	16,060	16,103	21,858	22,539	21,937	21,184	22,342	16,798	18,287	23,523	23,921	23,831	21,891	22,256
1500	16,026	15,697	16,250	22,044	22,155	21,826	20,839	22,007	16,680	17,980	23,113	23,606	23,726	21,357	21,797
1600	16,014	15,225	16,627	21,727	21,727	21,471	20,447	21,266	16,403	18,501	23,310	23,183	23,612	20,854	21,048
1700	15,890	15,332	17,293	22,080	21,802	21,610	20,433	21,052	16,677	19,260	23,552	23,265	23,760	21,050	21,175
1800	17,170	16,613	18,290	23,191	22,616	22,791	21,381	21,411	17,538	20,244	24,368	24,388	24,663	21,444	21,624
1900	17,570	17,188	18,383	23,502	23,431	23,001	22,005	21,504	17,655	20,948	24,742	25,345	25,384	22,644	21,672
2000	17,474	16,821	18,287	22,934	22,917	22,577	21,632	20,865	17,629	20,526	24,288	24,824	24,782	22,188	21,213
2100	16,868	16,739	17,988	22,592	22,473	22,063	21,435	20,579	17,159	20,267	23,856	24,339	24,380	22,020	21,018
2200	16,366	16,603	17,687	22,050	21,976	21,386	21,106	19,863	16,738	20,054	23,164	23,476	23,142	21,060	20,294
2300	15,782	16,155	17,405	21,017	21,129	20,546	19,921	18,317	16,133	19,414	21,864	22,322	21,882	20,119	19,417
2400	14,972	14,988	16,655	20,340	20,057	19,751	19,207	16,759	15,501	19,035	20,945	21,431	21,020	19,309	18,524
Total	371,840	371,962	379,802	497,134	501,186	514,115	494,565	492,213	392,256	419,451	540,484	544,209	553,559	517,051	494,019

Date Hour	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	1/16/2016	1/17/2016	1/18/2016	1/19/2016	1/20/2016	1/21/2016	1/22/2016	1/23/2016	1/24/2016	1/25/2016	1/26/2016	1/27/2016	1/28/2016	1/29/2016	1/30/2016	1/31/2016
100	17,681	17,211	20,245	21,649	20,545	20,688	20,096	18,339	16,687	17,940	18,220	19,091	19,164	18,208	16,764	14,765
200	17,085	16,508	20,219	20,861	19,986	20,233	19,752	17,947	16,355	17,772	17,880	18,772	19,073	17,958	16,008	14,179
300	16,930	16,097	20,046	20,764	19,943	20,138	19,640	17,863	16,232	17,619	17,485	18,473	19,064	18,083	15,933	13,798
400	16,793	16,075	20,104	20,451	19,547	19,964	19,538	17,548	16,177	17,577	17,011	18,414	18,583	17,828	15,693	13,715
500	17,150	16,311	20,449	20,784	19,986	20,093	19,599	17,366	16,273	17,848	17,592	18,678	19,097	18,093	15,920	13,999
600	17,357	16,516	21,839	21,618	20,925	20,745	20,367	17,756	16,770	19,257	18,635	19,607	19,870	19,291	16,232	14,095
700	17,915	17,030	23,167	23,280	22,815	22,430	22,147	18,867	17,082	20,881	20,357	21,190	21,287	20,755	17,046	14,337
800	18,995	17,806	24,621	25,192	24,359	24,201	23,813	19,524	17,730	22,613	21,814	22,785	22,658	22,483	17,914	15,085
900	19,579	18,115	24,855	24,781	23,977	24,137	23,750	19,648	17,820	22,562	22,127	22,616	22,318	22,539	18,024	15,442
1000	19,982	18,462	24,867	24,583	23,686	24,006	23,722	20,131	17,948	22,582	22,443	22,702	22,217	22,612	18,177	15,799
1100	20,329	18,987	25,625	24,289	23,671	23,925	23,834	20,117	17,844	22,484	22,641	22,792	21,964	22,891	18,123	16,108
1200	20,265	19,112	25,266	23,620	23,478	23,796	23,871	19,680	17,967	22,216	22,593	22,779	21,703	22,469	18,091	15,969
1300	20,149	19,434	24,860	23,593	23,294	23,404	23,912	19,297	17,986	21,863	22,608	22,905	21,647	21,777	17,704	16,015
1400	19,866	19,131	24,929	23,523	23,269	22,840	23,731	19,145	17,856	21,442	22,319	22,757	21,469	21,653	17,356	15,978
1500	19,483	19,185	24,347	23,206	23,039	22,667	22,914	18,882	17,580	21,227	21,925	22,285	21,161	21,456	16,612	15,794
1600	19,131	19,341	24,073	22,730	22,500	22,342	22,583	18,402	17,496	20,616	21,586	21,829	21,079	20,372	16,080	16,073
1700	19,172	19,933	23,970	22,770	22,850	22,505	22,383	18,159	17,647	20,928	22,111	22,502	21,190	20,233	15,762	16,389
1800	19,974	20,845	24,536	23,680	23,657	22,869	22,232	18,786	18,720	21,368	22,633	23,058	21,826	20,142	16,044	17,190
1900	20,228	21,784	25,640	24,536	24,147	23,608	22,812	19,877	19,754	21,942	22,765	23,476	22,194	21,070	17,415	17,833
2000	19,806	21,804	25,152	24,247	23,986	23,215	22,535	19,672	19,418	21,534	22,280	22,933	22,083	21,140	17,315	17,668
2100	19,656	21,692	24,717	23,919	24,030	22,906	22,445	19,390	19,039	21,107	22,026	22,629	21,674	20,855	16,928	17,243
2200	18,896	21,427	23,928	22,958	23,034	22,322	22,208	18,993	19,022	20,323	21,283	21,864	20,735	20,183	16,625	16,907
2300	18,114	20,622	22,743	21,779	21,820	21,334	21,054	18,094	18,303	19,416	20,266	20,838	19,541	18,820	16,167	16,338
2400	17,495	20,526	21,940	20,994	21,075	20,349	19,199	17,257	18,078	18,691	19,299	19,555	18,624	17,594	15,336	16,084
Total	452,031	433,428	562,138	549,807	539,619	534,717	528,137	450,740	425,784	491,709	499,799	514,530	500,516	488,210	403,269	376,803
											Maximum	25,640	Minimum	13,459	Grand Total	14,875,666

Napoleon Peak Day Load Curve





Date: Friday February 12, 2016

To: Meldahl and AMP Hydro CSW Project Participants

From: Tom Sillasen
Director Energy Accounting and Reporting
American Municipal Power Inc.

Re: Hydro Project invoicing for January power

Please note the following units went into commercial operation in January:

Willow Island unit 1 on 1/4/16
Cannelton unit 3 on 1/28/16
Meldahl unit 2 on 1/20/16

The energy from these projects are being scheduled and billed to each Participant as each unit achieves commercial operating status.

The demand kW on your power invoice for these projects is prorated based on the number days that a unit is in commercial operation during the month.

These projects are being invoiced at the levelized rate approved by the Participants.

If you have any questions or comments on this matter, feel free to contact me.

Thank you,
Tom

Tom Sillasen
Director Energy Accounting and Reporting
Phone: 614-540-0948
tsillasen@amppartners.org

-----Original Message-----

From: "Monica Irelan" <mirelan@napoleonohio.com>
To: "Craig Kleinhenz" <ckleinhenz@amppartners.org>
Cc: "Tom Sillasen" <tsillasen@amppartners.org>, "Mike Migliore" <mmigliore@amppartners.org>, "Greg Heath" <gheath@napoleonohio.com>
Date: 02/15/2016 03:12 PM
Subject: Re: Napoleon Rate Levelization Loan

Good Afternoon Craig,

Thank you for this! I agree with your assessment. Please do not use the \$50,000 for January and instead move it to October 2017.

Sincerely
Monica

-----Original Message-----

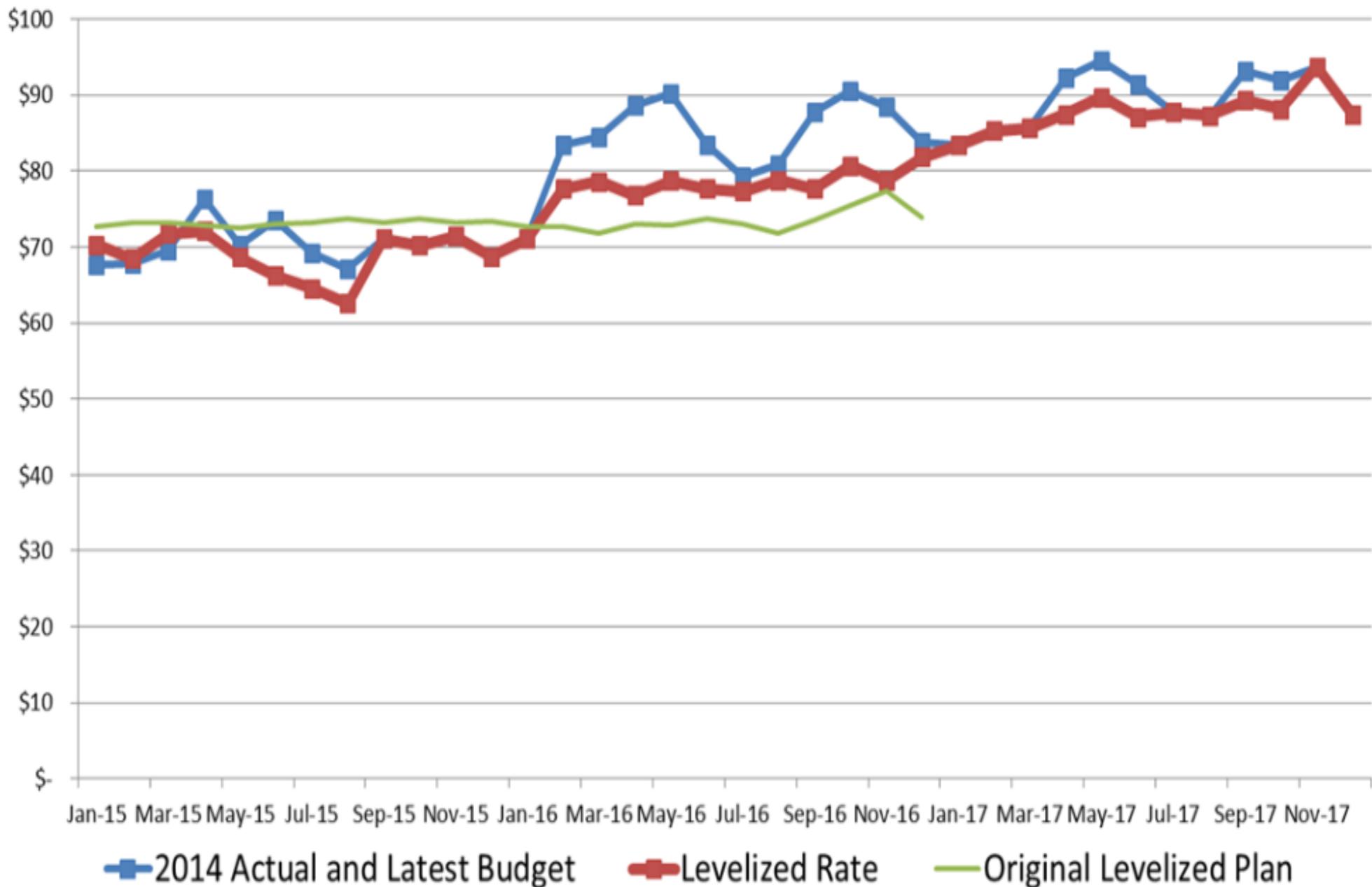
From: "Craig Kleinhenz" <ckleinhenz@amppartners.org>
To: "Monica Irelan" <mirelan@napoleonohio.com>
Cc: "Mike Migliore" <mmigliore@amppartners.org>, "Tom Sillasen" <tsillasen@amppartners.org>
Date: 02/15/16 15:06
Subject: Napoleon Rate Levelization Loan

Monica,

January power rates are coming in around \$10/MWh below forecast due to the delay in the Hydro online dates. It is recommended that we do not pass back the \$50,000 in levelization funds as originally anticipated and move that \$50,000 to October 2017. The below graph shows the impact of adjusting the levelization. Please let me know if you have any questions.
Thanks,

Craig Kleinhenz
Manager of Power Supply Planning
American Municipal Power
Work 614-540-0871
Cell 614-623-7553
ckleinhenz@amppartners.org

Napoleon Monthly Rate Levelization



Thanks,
Craig Kleinhenz



Omega Joint Venture Two

1111 Schrock Rd, Suite 100
 COLUMBUS, OHIO 43229
 PHONE: (614) 540-1111
 FAX: (614) 540-1078

City of Napoleon
 Gregory J. Heath, Finance Director
 255 W. Riverview Ave., P.O. Box 151
 Napoleon, Ohio 43545-0151

INVOICE NUMBER: 191494
INVOICE DATE: 2/11/2016
DUE DATE: 2/23/2016
TOTAL AMOUNT DUE: \$861.90
CUSTOMER NUMBER: 5020
CUSTOMER P.O. #:

PLEASE WRITE INVOICE NUMBER ON
 REMITTANCE AND RETURN YELLOW INVOICE
 COPY. MAKE CHECK PAYABLE TO OMEGA JV 2

OMEGA JV2 POWER INVOICE -

January, 2016

**DO NOT PAY - AMOUNT AUTOMATICALLY
 DEDUCTED FROM YOUR BANK ACCOUNT**

**EMAIL BILLING@AMPPARTNERS.ORG
 WITH ANY QUESTIONS**

FIXED RATE CHARGE:	264 kW *	\$3.17 / kW =	\$837.26
ENERGY CHARGE:	0 kWh *	\$0.000000 / kWh =	\$0.00
SERVICE FEES:	0 kWh *	\$0.000000 / kWh =	\$0.00
Fuel Costs that were not recovered through Energy Sales to Market		=	\$24.64

TOTAL CHARGES

\$861.90



1111 Schrock Rd, Suite 100
 Columbus, Ohio 43229
 Phone: (614) 540-1111
 Fax: (614) 540-1078

**DO NOT PAY - AMOUNT AUTOMATICALLY
 DEDUCTED FROM YOUR BANK ACCOUNT**

**EMAIL BILLING@AMPPARTNERS.ORG
 WITH ANY QUESTIONS**

City of Napoleon
 Gregory J. Heath, Finance Director
 255 W. Riverview Ave., P.O. Box 151
 Napoleon, Ohio 43545-0151

INVOICE NUMBER: 191651
INVOICE DATE: 2/1/2016
DUE DATE: 2/11/2016
TOTAL AMOUNT DUE: \$55,381.81
CUSTOMER NUMBER: 5020
CUSTOMER P.O. NUMBER: BL980397
MAKE CHECKS PAYABLE TO: OMEGA JV5

PLEASE WRITE INVOICE NUMBER ON REMITTANCE
 AND RETURN YELLOW INVOICE COPY.

Debt Service - OMEGA JV5

FOR THE MONTH/YEAR OF: February, 2016

Financing CHARGES:
 Debt Service \$17.934524 / kW * 3,088 kW = \$55,381.81

Total OMEGA JV5 Financing Invoice: \$55,381.81



AMERICAN MUNICIPAL POWER, INC.

1111 Schrock Rd, Suite 100
COLUMBUS, OHIO 43229
PHONE: (614) 540-1111
FAX: (614) 540-1078

INVOICE NUMBER: 191459
INVOICE DATE: 2/1/2016
DUE DATE: 2/15/2016
TOTAL AMOUNT DUE: \$1,576.48
CUSTOMER NUMBER: 5020
CUSTOMER P.O. #:

City of Napoleon

Gregory J. Heath, Finance Director
255 W. Riverview Ave., P.O. Box 151
Napoleon, OH 43545-0151

PLEASE WRITE INVOICE NUMBER ON
REMITTANCE AND RETURN YELLOW INVOICE
COPY. MAKE CHECK PAYABLE TO AMP, INC.

Omega JV6

Project Capacity: 300 kW

Year 2016

Electric Fixed

300 kW * 5.25 per kW-Month

Total

AMOUNT DUE FOR : February, 2016 - Electric Fixed \$1,576.48

TOTAL CHARGES

\$1,576.48

BILLING SUMMARY AND CONSUMPTION for BILLING CYCLE - MARCH, 2016

MARCH, 2016

2016 - MARCH BILLING WITH FEBRUARY 2016 DATA BILLING UNITS

Class and/or Schedule	Rate Code	Feb-16			Billed kVa of Demand	Cost / kWh For Month	Cost / kWh Feb-15			Cost / kWh For Month	Mar-15			Cost / kWh For Month	
		# of Bills	Feb-16 (kWh Usage)	Feb-16 Billed			Prior 12 Mo Average	# of Bills	Feb-15 (kWh Usage)		Feb-15 Billed	# of Bills	Mar-15 (kWh Usage)		Mar-15 Billed
Residential (Dom-In)	E1	3,343	2,336,473	\$233,564.23	0	\$0.1000	\$0.1064	3,343	2,460,842	\$277,049.48	\$0.1126	3,339	2,519,592	\$275,884.01	\$0.1095
Residential (Dom-In) w/Ecosmart	E1E	9	4,542	\$469.07	0	\$0.1033	\$0.1086	10	5,535	\$638.05	\$0.1153	10	5,285	\$596.76	\$0.1129
Residential (Dom-In - All Electric)	E2	605	655,616	\$63,527.74	0	\$0.0969	\$0.1051	609	759,081	\$82,901.38	\$0.1092	605	866,052	\$90,527.43	\$0.1057
Res.(Dom-In - All Elec.) w/Ecosmart	E2E	1	545	\$55.80	0	\$0.1024	\$0.1058	1	602	\$68.88	\$0.1144	1	584	\$65.32	\$0.1118
Total Residential (Domestic)		3,958	2,997,176	\$297,616.84	0	\$0.0993	\$0.1062	3,963	3,226,060	\$360,657.79	\$0.1118	3,955	3,381,513	\$367,073.52	\$0.1086
Residential (Rural-Out)	ER1	757	907,174	\$94,694.90	0	\$0.1044	\$0.1123	743	920,136	\$107,806.83	\$0.1172	744	919,993	\$105,142.88	\$0.1143
Residential (Rural-Out) w/Ecosmart	ER1E	4	3,834	\$408.52	0	\$0.1066	\$0.1172	4	4,010	\$477.81	\$0.1192	4	2,956	\$354.25	\$0.1198
Residential (Rural-Out - All Electric)	ER2	383	551,963	\$56,838.04	0	\$0.1030	\$0.1108	389	637,576	\$73,427.20	\$0.1152	388	661,524	\$74,112.64	\$0.1120
Res. (Rural-Out - All Electric) w/Ecosmar	ER2E	2	2,918	\$300.36	0	\$0.1029	\$0.1134	2	3,047	\$352.55	\$0.1157	2	3,211	\$361.20	\$0.1125
Residential (Rural-Out w/Dmd)	ER3	16	25,972	\$2,651.52	352	\$0.1021	\$0.1060	15	81,985	\$9,062.40	\$0.1105	16	34,185	\$3,784.23	\$0.1107
Residential (Rural-Out - All Electric w/Dm	ER4	9	10,004	\$1,051.19	92	\$0.1051	\$0.1089	9	12,102	\$1,410.41	\$0.1165	9	12,137	\$1,378.93	\$0.1136
Total Residential (Rural)		1,171	1,501,865	\$155,944.53	444	\$0.1038	\$0.1115	1,162	1,658,856	\$192,537.20	\$0.1161	1,163	1,634,006	\$185,134.13	\$0.1133
Commercial (1 Ph-In - No Dmd)	EC2	74	52,205	\$6,581.79	13	\$0.1261	\$0.1340	73	51,946	\$7,203.69	\$0.1387	72	53,616	\$7,253.04	\$0.1353
Commercial (1 Ph-Out - No Dmd)	EC2O	43	8,018	\$1,392.38	0	\$0.1737	\$0.1736	43	10,842	\$1,842.35	\$0.1699	42	10,778	\$1,791.54	\$0.1662
Total Commercial (1 Ph) No Dmd		117	60,223	\$7,974.17	13	\$0.1324	\$0.1403	116	62,788	\$9,046.04	\$0.1441	114	64,394	\$9,044.58	\$0.1405
Commercial (1 Ph-In - w/Demand)	EC1	256	306,848	\$38,364.05	1609	\$0.1250	\$0.1319	260	318,336	\$44,230.24	\$0.1389	263	358,653	\$47,446.55	\$0.1323
Commercial (1 Ph-Out - w/Demand)	EC1O	24	36,267	\$4,391.42	176	\$0.1211	\$0.1281	25	43,725	\$5,738.12	\$0.1312	25	49,390	\$6,199.88	\$0.1255
Total Commercial (1 Ph) w/Demand		280	343,115	\$42,755.47	1,785	\$0.1246	\$0.1315	285	362,061	\$49,968.36	\$0.1380	288	408,043	\$53,646.43	\$0.1315
Commercial (3 Ph-Out - No Dmd)	EC4O	2	400	\$79.67	41	\$0.1992	\$0.1307	2	11,240	\$1,405.73	\$0.1251	2	2,120	\$289.03	\$0.1363
Total Commercial (3 Ph) No Dmd		2	400	\$79.67	41	\$0.1992	\$0.1307	2	11,240	\$1,405.73	\$0.1251	2	2,120	\$289.03	\$0.1363
Commercial (3 Ph-In - w/Demand)	EC3	205	1,396,306	\$152,228.19	4892	\$0.1090	\$0.1141	206	1,484,549	\$179,779.52	\$0.1211	206	1,553,843	\$182,632.23	\$0.1175
Commercial (3 Ph-Out - w/Demand)	EC3O	39	355,628	\$38,994.81	1422	\$0.1097	\$0.1137	39	441,177	\$54,737.85	\$0.1241	39	431,972	\$50,528.66	\$0.1170
Commercial (3 Ph-In - w/Dmd.&Sub-St.C	EC3S	0	0	\$0.00	0	\$0.0000	\$0.1068	2	35,160	\$4,376.14	\$0.1245	2	59,760	\$6,997.97	\$0.1171
Commercial (3 Ph-Out - w/Dmd.&Sub-St	E3SO	3	137,920	\$14,016.49	483	\$0.1016	\$0.1070	3	142,800	\$15,978.00	\$0.1119	3	145,880	\$16,065.70	\$0.1101
Commercial (3 Ph-In - w/Demand, No Ta	EC3T	1	1,920	\$212.10	6	\$0.1105	\$0.1180	1	1,760	\$220.15	\$0.1251	1	1,880	\$228.87	\$0.1217
Total Commercial (3 Ph) w/Demand		248	1,891,774	\$205,451.59	6,803	\$0.1086	\$0.1132	251	2,105,446	\$255,091.66	\$0.1212	251	2,193,335	\$256,453.43	\$0.1169
Large Power (In - w/Dmd & Rct)	EL1	21	2,310,925	\$199,175.25	5717	\$0.0862	\$0.0902	20	2,012,124	\$202,074.39	\$0.1004	20	2,226,845	\$211,633.90	\$0.0950
Large Power (In - w/Dmd & Rct, w/SbCr)	EL2	3	1,009,639	\$77,760.04	1982	\$0.0770	\$0.0781	1	833,540	\$69,635.03	\$0.0835	1	759,238	\$62,063.40	\$0.0817
Large Power (Out - w/Dmd & Rct, w/SbC	EL2O	1	246,000	\$21,470.29	628	\$0.0873	\$0.0952	1	230,400	\$26,226.17	\$0.1138	1	337,200	\$32,659.20	\$0.0969
Large Power (In - w/Dmd & Rct, w/SbCr)	EL3	2	85,654	\$6,264.07	140	\$0.0731	\$0.1182	2	88,088	\$7,543.29	\$0.0856	2	88,046	\$7,302.78	\$0.0829
Total Large Power		27	3,652,218	\$304,669.65	8,467	\$0.0834	\$0.0885	24	3,164,152	\$305,478.88	\$0.0965	24	3,411,329	\$313,659.28	\$0.0919
Industrial (In - w/Dmd & Rct, w/SbCr)	EI1	1	957,122	\$74,102.43	2094	\$0.0774	\$0.0778	1	847,503	\$79,203.45	\$0.0935	1	1,123,360	\$91,332.81	\$0.0813
Industrial (In - w/Dmd & Rct, No/SbCr)	EI2	1	896,274	\$67,913.52	1824	\$0.0758	\$0.0766	1	1,013,882	\$84,741.29	\$0.0836	1	1,101,193	\$88,302.30	\$0.0802
Total Industrial		2	1,853,396	\$142,015.95	3,918	\$0.0766	\$0.0772	2	1,861,385	\$163,944.74	\$0.0881	2	2,224,553	\$179,635.11	\$0.0808
Interdepartmental (In - No Dmd)	ED1	8	79,167	\$7,560.57	188	\$0.0955	\$0.0980	48	168,336	\$16,489.89	\$0.0980	48	174,867	\$16,615.11	\$0.0950
Interdepartmental (Out - No Dmd)	ED1O	0	0	\$0.00	0	\$0.0000	\$0.0919	1	0	\$0.00	\$0.0000	1	0	\$0.00	\$0.0000
Interdepartmental (Out - w/Dmd)	ED2O	2	240	\$50.36	0	\$0.2098	\$0.1472	0	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000
Interdepartmental (In - w/Dmd)	ED2	27	77,462	\$8,762.54	0	\$0.1131	\$0.0955	20	366,684	\$35,085.73	\$0.0957	20	374,462	\$34,779.41	\$0.0929
Interdepartmental (3Ph-In - w/Dmd)	ED3	11	257,347	\$25,478.65	832	\$0.0990	\$0.1041	0	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000
Interdepartmental (Street Lights)	EDSL	7	62,879	\$5,849.08	0	\$0.0930	\$0.0931	0	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000
Interdepartmental (Traffic Signals)	EDTS	15	2,189	\$202.38	0	\$0.0925	\$0.0924	0	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000
Generators (JV2 Power Cost Only)	GJV2	1	23,269	\$819.53	69	\$0.0352	\$0.0000	1	21,158	\$710.91	\$0.0336	1	24,620	\$1,085.50	\$0.0441
Generators (JV5 Power Cost Only)	GJV5	1	15,064	\$530.55	31	\$0.0352	\$0.0000	1	17,958	\$603.39	\$0.0336	1	18,650	\$822.28	\$0.0441
Total Interdepartmental		72	517,617	\$49,253.66	1,120	\$0.0952	\$0.0942	71	574,136	\$52,889.92	\$0.0921	71	592,599	\$53,302.30	\$0.0899
SUB-TOTAL CONSUMPTION & DEMAND		5,877	12,817,784	\$1,205,761.53	22,591	\$0.0941	\$0.0985	5,876	13,026,124	\$1,391,020.32	\$0.1068	5,870	13,911,892	\$1,418,237.81	\$0.1019
Street Lights (In)	SLO	15	0	\$13.59	0	\$0.0000	\$0.0000	15	0	\$13.58	\$0.0000	15	0	\$13.59	\$0.0000
Street Lights (Out)	SLOO	2	0	\$0.77	0	\$0.0000	\$0.0000	2	0	\$0.77	\$0.0000	2	0	\$0.77	\$0.0000
Total Street Light Only		17	0	\$14.36	0	\$0.0000	\$0.0000	17	0	\$14.35	\$0.0000	17	0	\$14.36	\$0.0000
TOTAL CONSUMPTION & DEMAND		5,894	12,817,784	\$1,205,775.89	22,591	\$0.0941	\$0.0985	5,893	13,026,124	\$1,391,034.67	\$0.1068	5,887	13,911,892	\$1,418,252.17	\$0.1019

BILLING SUMMARY AND CO.

MARCH, 2016

2016 - MARCH BILLING WITH FEBRUARY 2016 L

Class and/or Schedule	Rate Code	Apr-15				May-15				Jun-15				Jul-15			
		# of Bills	Apr-15 (kWh Usage)	Apr-15 Billed	Cost / kWh For Month	# of Bills	May-15 (kWh Usage)	May-15 Billed	Cost / kWh For Month	# of Bills	Jun-15 (kWh Usage)	Jun-15 Billed	Cost / kWh For Month	# of Bills	Jul-15 (kWh Usage)	Jul-15 Billed	Cost / kWh For Month
Residential (Dom-In)	E1	3,353	2,258,877	\$243,502.44	\$0.1078	3,348	1,980,302	\$212,898.74	\$0.1075	3,349	1,643,997	\$181,771.12	\$0.1106	3,351	2,075,385	\$230,585.66	\$0.1111
Residential (Dom-In) w/Ecosmart	E1E	10	4,713	\$526.09	\$0.1116	10	4,422	\$490.55	\$0.1109	10	4,021	\$455.42	\$0.1133	10	5,539	\$621.73	\$0.1122
Residential (Dom-In - All Electric)	E2	609	790,810	\$81,820.65	\$0.1035	607	563,183	\$58,474.50	\$0.1038	608	367,420	\$39,775.31	\$0.1083	611	371,740	\$41,369.32	\$0.1113
Res. (Dom-In - All Elec.) w/Ecosmart	E2E	1	566	\$61.97	\$0.1095	1	615	\$65.88	\$0.1071	1	461	\$51.33	\$0.1113	1	677	\$74.67	\$0.1103
Total Residential (Domestic)		3,973	3,054,966	\$325,911.15	\$0.1067	3,966	2,548,522	\$271,929.67	\$0.1067	3,968	2,015,899	\$222,053.18	\$0.1102	3,973	2,453,341	\$272,651.38	\$0.1111
Residential (Rural-Out)	ER1	744	845,069	\$94,938.92	\$0.1123	744	723,533	\$81,281.84	\$0.1123	748	562,029	\$65,398.07	\$0.1164	749	679,680	\$79,620.30	\$0.1171
Residential (Rural-Out) w/Ecosmart	ER1E	4	2,722	\$322.15	\$0.1184	4	2,446	\$289.81	\$0.1185	4	2,057	\$252.09	\$0.1226	4	2,199	\$273.52	\$0.1244
Residential (Rural-Out - All Electric)	ER2	386	610,664	\$67,063.60	\$0.1098	387	493,251	\$54,202.13	\$0.1099	388	346,446	\$39,581.00	\$0.1142	386	386,537	\$44,881.69	\$0.1161
Res. (Rural-Out - All Electric) w/Ecosmart	ER2E	2	2,810	\$311.12	\$0.1107	2	2,217	\$246.28	\$0.1111	2	1,345	\$158.58	\$0.1179	2	1,153	\$142.35	\$0.1235
Residential (Rural-Out w/Dmd)	ER3	14	18,613	\$2,065.16	\$0.1110	15	22,023	\$2,394.91	\$0.1087	15	38,586	\$4,115.04	\$0.1066	15	30,981	\$3,430.53	\$0.1107
Residential (Rural-Out - All Electric w/Dmd)	ER4	9	11,828	\$1,314.56	\$0.1111	9	9,698	\$1,079.90	\$0.1114	9	7,050	\$816.43	\$0.1158	9	7,011	\$834.01	\$0.1190
Total Residential (Rural)		1,159	1,491,706	\$166,015.51	\$0.1113	1,161	1,253,168	\$139,494.87	\$0.1113	1,166	957,513	\$110,321.21	\$0.1152	1,165	1,107,561	\$129,182.40	\$0.1166
Commercial (1 Ph-In - No Dmd)	EC2	73	49,146	\$6,602.06	\$0.1343	73	48,143	\$6,412.51	\$0.1332	72	40,831	\$5,602.99	\$0.1372	74	45,227	\$6,275.38	\$0.1388
Commercial (1 Ph-Out - No Dmd)	EC2O	43	11,360	\$1,842.30	\$0.1622	43	10,492	\$1,725.43	\$0.1645	43	7,705	\$1,411.91	\$0.1832	42	7,061	\$1,346.71	\$0.1907
Total Commercial (1 Ph) No Dmd		116	60,506	\$8,444.36	\$0.1396	116	58,635	\$8,137.94	\$0.1388	115	48,536	\$7,014.90	\$0.1445	116	52,288	\$7,622.09	\$0.1458
Commercial (1 Ph-In - w/Demand)	EC1	261	337,480	\$44,282.75	\$0.1312	260	328,539	\$42,760.94	\$0.1302	259	284,829	\$38,606.84	\$0.1355	257	300,429	\$42,301.06	\$0.1408
Commercial (1 Ph-Out - w/Demand)	EC1O	25	45,917	\$5,650.20	\$0.1231	25	42,980	\$5,320.61	\$0.1238	25	33,206	\$4,345.55	\$0.1309	25	30,768	\$4,240.82	\$0.1378
Total Commercial (1 Ph) w/Demand		286	383,397	\$49,932.95	\$0.1302	285	371,519	\$48,081.55	\$0.1294	284	318,035	\$42,952.39	\$0.1351	282	331,197	\$46,541.88	\$0.1405
Commercial (3 Ph-Out - No Dmd)	EC4O	2	40	\$40.67	\$1.0168	2	1,160	\$169.60	\$0.1462	2	160	\$54.59	\$0.3412	2	80	\$45.54	\$0.5693
Total Commercial (3 Ph) No Dmd		2	40	\$40.67	\$1.0168	2	1,160	\$169.60	\$0.1462	2	160	\$54.59	\$0.3412	2	80	\$45.54	\$0.5693
Commercial (3 Ph-In - w/Demand)	EC3	206	1,532,298	\$176,808.22	\$0.1154	207	1,441,600	\$165,075.33	\$0.1145	207	1,452,965	\$168,573.29	\$0.1160	207	1,555,155	\$185,286.12	\$0.1191
Commercial (3 Ph-Out - w/Demand)	EC3O	39	416,052	\$47,645.15	\$0.1145	39	369,784	\$41,976.45	\$0.1135	39	338,498	\$40,047.49	\$0.1183	38	410,615	\$48,498.64	\$0.1181
Commercial (3 Ph-In - w/Dmd.&Sub-St.C)	EC3S	2	71,760	\$8,159.09	\$0.1137	2	106,680	\$11,375.57	\$0.1066	4	132,480	\$15,824.02	\$0.1194	2	148,920	\$16,349.54	\$0.1098
Commercial (3 Ph-Out - w/Dmd.&Sub-St)	E3SO	3	141,160	\$15,333.57	\$0.1086	3	132,720	\$14,380.98	\$0.1084	3	140,520	\$15,336.38	\$0.1091	3	200,400	\$21,574.45	\$0.1077
Commercial (3 Ph-In - w/Demand, No Ta)	EC3T	1	1,720	\$204.83	\$0.1191	1	1,560	\$187.94	\$0.1205	1	1,800	\$215.71	\$0.1198	1	2,000	\$274.19	\$0.1371
Total Commercial (3 Ph) w/Demand		251	2,162,990	\$248,150.86	\$0.1147	252	2,052,344	\$232,996.27	\$0.1135	254	2,066,263	\$239,996.89	\$0.1162	251	2,317,090	\$271,982.94	\$0.1174
Large Power (In - w/Dmd & Rct)	EL1	20	2,108,673	\$202,315.27	\$0.0959	20	2,284,380	\$207,502.78	\$0.0908	21	2,385,981	\$220,519.73	\$0.0924	21	2,481,914	\$235,268.97	\$0.0948
Large Power (In - w/Dmd & Rct, w/SbCr)	EL2	1	700,316	\$57,506.54	\$0.0821	1	670,523	\$51,650.04	\$0.0770	1	662,477	\$51,806.61	\$0.0782	1	753,680	\$60,286.30	\$0.0800
Large Power (Out - w/Dmd & Rct, w/SbCr)	EL2O	1	295,200	\$29,423.85	\$0.0997	1	286,800	\$27,782.97	\$0.0969	1	319,200	\$30,456.43	\$0.0954	1	313,200	\$31,319.52	\$0.1000
Large Power (In - w/Dmd & Rct, w/SbCr)	EL3	2	82,101	\$6,908.38	\$0.0841	2	55,869	\$6,524.97	\$0.1168	2	41,376	\$5,522.76	\$0.1335	2	81,846	\$16,481.63	\$0.2014
Total Large Power		24	3,186,290	\$296,154.04	\$0.0929	24	3,297,572	\$293,460.76	\$0.0890	25	3,409,034	\$308,305.53	\$0.0904	25	3,630,640	\$343,356.42	\$0.0946
Industrial (In - w/Dmd & Rct, w/SbCr)	EI1	1	1,013,401	\$83,488.50	\$0.0824	1	1,030,321	\$80,038.20	\$0.0777	1	1,070,789	\$83,886.09	\$0.0783	1	1,152,988	\$93,054.84	\$0.0807
Industrial (In - w/Dmd & Rct, No/SbCr)	EI2	1	991,550	\$77,788.63	\$0.0785	1	1,107,040	\$83,449.52	\$0.0754	1	1,059,232	\$81,867.50	\$0.0773	1	1,077,121	\$88,456.90	\$0.0821
Total Industrial		2	2,004,951	\$161,277.13	\$0.0804	2	2,137,361	\$163,487.72	\$0.0765	2	2,130,021	\$165,753.59	\$0.0778	2	2,230,109	\$181,511.74	\$0.0814
Interdepartmental (In - No Dmd)	ED1	48	159,637	\$14,757.99	\$0.0924	48	138,905	\$12,636.25	\$0.0910	48	91,122	\$8,411.66	\$0.0923	8	49,074	\$5,581.34	\$0.1137
Interdepartmental (Out - No Dmd)	ED1O	1	0	\$0.00	\$0.0000	1	9	\$0.83	\$0.0922	1	244	\$22.43	\$0.0919	0	0	\$0.00	\$0.0000
Interdepartmental (Out - w/Dmd)	ED2O	0	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000	2	825	\$122.51	\$0.1485
Interdepartmental (In - w/Dmd)	ED2	20	346,492	\$31,272.53	\$0.0903	20	276,255	\$24,506.50	\$0.0887	20	207,191	\$18,542.20	\$0.0895	30	23,382	\$3,137.40	\$0.1342
Interdepartmental (3Ph-In - w/Dmd)	ED3	0	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000	11	168,823	\$18,902.11	\$0.1120
Interdepartmental (Street Lights)	EDSL	0	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000	7	62,879	\$5,850.15	\$0.0930
Interdepartmental (Traffic Signals)	EDTS	0	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000	15	1,782	\$164.29	\$0.0922
Generators (JV2 Power Cost Only)	GJV2	1	20,605	\$1,068.78	\$0.0519	1	19,378	\$1,034.98	\$0.0534	1	17,280	\$748.40	\$0.0433	1	16,671	\$695.01	\$0.0417
Generators (JV5 Power Cost Only)	GJV5	1	15,792	\$819.13	\$0.0519	1	9,449	\$504.67	\$0.0534	1	0	\$0.00	\$0.0000	1	28,010	\$1,167.74	\$0.0417
Total Interdepartmental		71	542,526	\$47,918.43	\$0.0883	71	443,996	\$38,683.23	\$0.0871	71	315,837	\$27,724.69	\$0.0878	75	351,446	\$35,620.55	\$0.1014
SUB-TOTAL CONSUMPTION & DEMAND		5,884	12,887,372	\$1,303,845.10	\$0.1012	5,879	12,164,277	\$1,196,441.61	\$0.0984	5,887	11,261,298	\$1,124,176.97	\$0.0998	5,891	12,473,752	\$1,288,514.94	\$0.1033
Street Lights (In)	SLO	15	0	\$13.59	\$0.0000	15	0	\$13.58	\$0.0000	15	0	\$13.58	\$0.0000	15	0	\$13.59	\$0.0000
Street Lights (Out)	SLOO	2	0	\$0.77	\$0.0000	2	0	\$0.77	\$0.0000	2	0	\$0.77	\$0.0000	2	0	\$0.77	\$0.0000
Total Street Light Only		17	0	\$14.36	\$0.0000	17	0	\$14.35	\$0.0000	17	0	\$14.35	\$0.0000	17	0	\$14.36	\$0.0000
TOTAL CONSUMPTION & DEMAND		5,901	12,887,372	\$1,303,859.46	\$0.1012	5,896	12,164,277	\$1,196,455.96	\$0.0984	5,904	11,261,298	\$1,124,191.32	\$0.0998	5,908	12,473,752	\$1,288,529.30	\$0.1033

BILLING SUMMARY AND COMARCH, 2016
2016 - MARCH BILLING WITH FEBRUARY 2016 L

Class and/or Schedule	Rate Code	Aug-15	Aug-15	Aug-15	Cost / kWh For Month	Sep-15	Sep-15	Sep-15	Cost / kWh For Month	Oct-15	Oct-15	Oct-15	Cost / kWh For Month	Nov-15	Nov-15	Nov-15	Cost / kWh For Month	Dec-15	Dec-15
		# of Bills	(kWh Usage)	Billed		# of Bills	(kWh Usage)	Billed		# of Bills	(kWh Usage)	Billed		# of Bills	(kWh Usage)	Billed		# of Bills	(kWh Usage)	Billed
Residential (Dom-In)	E1	3,345	2,432,992	\$261,151.97	\$0.1073	3,357	3,009,830	\$309,195.73	\$0.1027	3,342	2,616,403	\$258,762.94	\$0.0989	3,344	1,988,662	\$204,893.24	\$0.1030	3,356	1,798,371
Residential (Dom-In) w/Ecosmart	E1E	10	6,313	\$685.86	\$0.1086	10	8,544	\$880.66	\$0.1031	10	6,667	\$668.26	\$0.1002	10	4,698	\$496.63	\$0.1057	10	4,126
Residential (Dom-In - All Electric)	E2	607	401,010	\$43,387.95	\$0.1082	608	475,200	\$49,287.93	\$0.1037	611	420,610	\$42,035.32	\$0.0999	611	341,222	\$35,380.27	\$0.1037	608	377,629
Res.(Dom-In - All Elec.) w/Ecosmart	E2E	1	917	\$96.91	\$0.1057	1	1,019	\$103.88	\$0.1019	1	889	\$87.10	\$0.0980	1	781	\$78.58	\$0.1006	1	616
Total Residential (Domestic)		3,963	2,841,232	\$305,322.69	\$0.1075	3,976	3,494,593	\$359,468.20	\$0.1029	3,964	3,044,569	\$301,553.64	\$0.0990	3,966	2,335,363	\$240,848.72	\$0.1031	3,975	2,180,742
Residential (Rural-Out)	ER1	752	731,539	\$83,480.22	\$0.1141	752	856,818	\$93,834.18	\$0.1095	751	785,000	\$82,819.91	\$0.1055	754	599,673	\$66,098.28	\$0.1102	758	639,997
Residential (Rural-Out) w/Ecosmart	ER1E	4	2,524	\$302.24	\$0.1197	4	3,050	\$347.44	\$0.1139	4	2,854	\$313.96	\$0.1100	4	2,178	\$252.82	\$0.1161	4	2,380
Residential (Rural-Out - All Electric)	ER2	386	389,872	\$44,339.94	\$0.1137	389	459,500	\$50,180.31	\$0.1092	388	429,237	\$45,060.90	\$0.1050	386	347,574	\$37,798.14	\$0.1087	387	392,331
Res. (Rural-Out - All Electric) w/Ecosmar	ER2E	2	1,201	\$144.72	\$0.1205	2	1,369	\$157.93	\$0.1154	2	1,268	\$141.65	\$0.1117	2	1,369	\$153.67	\$0.1122	2	1,653
Residential (Rural-Out w/Dmd)	ER3	15	17,878	\$2,003.96	\$0.1121	15	9,622	\$1,118.35	\$0.1162	15	20,298	\$2,093.89	\$0.1032	15	18,711	\$1,972.49	\$0.1054	15	54,195
Residential (Rural-Out - All Electric w/Dm	ER4	9	7,864	\$906.42	\$0.1153	9	9,346	\$1,031.20	\$0.1103	9	8,917	\$945.17	\$0.1060	9	9,782	\$1,044.46	\$0.1068	9	28,708
Total Residential (Rural)		1,168	1,150,878	\$131,177.50	\$0.1140	1,171	1,339,705	\$146,669.41	\$0.1095	1,169	1,247,574	\$131,375.48	\$0.1053	1,170	979,287	\$107,319.86	\$0.1096	1,175	1,119,264
Commercial (1 Ph-In - No Dmd)	EC2	75	43,780	\$6,014.28	\$0.1374	75	45,629	\$6,090.42	\$0.1335	77	46,878	\$6,031.02	\$0.1287	74	44,720	\$5,835.07	\$0.1305	74	46,142
Commercial (1 Ph-Out - No Dmd)	EC2O	42	7,054	\$1,329.85	\$0.1885	42	7,671	\$1,378.18	\$0.1797	42	7,182	\$1,288.03	\$0.1793	43	6,331	\$1,218.01	\$0.1924	43	10,729
Total Commercial (1 Ph) No Dmd		117	50,834	\$7,344.13	\$0.1445	117	53,300	\$7,468.60	\$0.1401	119	54,060	\$7,319.05	\$0.1354	117	51,051	\$7,053.08	\$0.1382	117	56,871
Commercial (1 Ph-In - w/Demand)	EC1	256	339,892	\$45,546.10	\$0.1340	257	380,148	\$48,330.68	\$0.1271	257	393,299	\$48,938.68	\$0.1244	255	350,282	\$44,482.88	\$0.1270	255	279,725
Commercial (1 Ph-Out - w/Demand)	EC1O	25	33,702	\$4,489.48	\$0.1332	24	34,571	\$4,404.97	\$0.1274	24	31,736	\$3,922.40	\$0.1236	24	29,420	\$3,757.18	\$0.1277	24	25,782
Total Commercial (1 Ph) w/Demand		281	373,594	\$50,035.58	\$0.1339	281	414,719	\$52,735.65	\$0.1272	281	425,035	\$52,861.08	\$0.1244	279	379,702	\$48,240.06	\$0.1270	279	305,507
Commercial (3 Ph-Out - No Dmd)	EC4O	2	40	\$40.68	\$1.0170	2	80	\$45.11	\$0.5639	2	40	\$40.37	\$1.0093	2	80	\$44.86	\$0.5608	2	40
Total Commercial (3 Ph) No Dmd		2	40	\$40.68	\$1.0170	2	80	\$45.11	\$0.5639	2	40	\$40.37	\$1.0093	2	80	\$44.86	\$0.5608	2	40
Commercial (3 Ph-In - w/Demand)	EC3	208	1,667,068	\$193,578.75	\$0.1161	209	1,788,777	\$199,840.42	\$0.1117	207	1,964,197	\$210,975.13	\$0.1074	208	1,707,544	\$189,181.38	\$0.1108	206	1,511,932
Commercial (3 Ph-Out - w/Demand)	EC3O	38	351,305	\$41,198.22	\$0.1173	39	369,943	\$42,978.63	\$0.1162	39	490,615	\$51,407.18	\$0.1048	39	396,941	\$44,312.51	\$0.1116	39	556,051
Commercial (3 Ph-In - w/Dmd.&Sub-St.C	EC3S	2	164,520	\$17,424.80	\$0.1059	2	204,960	\$20,921.37	\$0.1021	2	186,840	\$18,491.86	\$0.0990	2	203,880	\$20,524.88	\$0.1007	0	0
Commercial (3 Ph-Out - w/Dmd.&Sub-St	E3SO	3	141,360	\$15,487.53	\$0.1096	3	106,600	\$11,944.61	\$0.1121	3	225,600	\$21,815.90	\$0.0967	3	89,680	\$10,157.73	\$0.1133	3	135,280
Commercial (3 Ph-In - w/Demand, No Ta	EC3T	1	2,960	\$362.43	\$0.1224	1	3,280	\$414.79	\$0.1265	1	4,720	\$498.23	\$0.1056	1	4,280	\$461.32	\$0.1078	1	2,400
Total Commercial (3 Ph) w/Demand		252	2,327,213	\$268,051.73	\$0.1152	254	2,473,560	\$276,099.82	\$0.1116	252	2,871,972	\$303,188.33	\$0.1056	253	2,402,325	\$264,637.82	\$0.1102	249	2,205,663
Large Power (In - w/Dmd & Rct)	EL1	21	2,483,390	\$232,286.37	\$0.0935	21	2,809,626	\$244,150.03	\$0.0869	21	2,879,666	\$240,200.95	\$0.0834	21	2,689,846	\$229,516.76	\$0.0853	21	2,693,896
Large Power (In - w/Dmd & Rct, w/SbCr)	EL2	1	713,392	\$56,261.96	\$0.0789	1	840,500	\$64,298.04	\$0.0765	1	919,537	\$66,154.60	\$0.0719	1	878,844	\$65,588.24	\$0.0746	3	1,099,839
Large Power (Out - w/Dmd & Rct, w/SbC	EL2O	1	265,200	\$27,074.00	\$0.1021	1	321,600	\$28,453.60	\$0.0885	1	296,400	\$27,432.02	\$0.0926	1	307,200	\$27,818.14	\$0.0906	1	332,400
Large Power (In - w/Dmd & Rct, w/SbCr)	EL3	2	77,483	\$14,751.37	\$0.1904	2	79,802	\$9,925.82	\$0.1244	2	78,359	\$12,388.66	\$0.1581	2	78,297	\$6,047.70	\$0.0772	2	79,597
Total Large Power		25	3,539,465	\$330,373.70	\$0.0933	25	4,051,528	\$346,827.49	\$0.0856	25	4,173,962	\$346,176.23	\$0.0829	25	3,954,187	\$328,970.84	\$0.0832	27	4,205,732
Industrial (In - w/Dmd & Rct, w/SbCr)	EI1	1	998,762	\$82,701.17	\$0.0828	1	1,197,585	\$90,044.76	\$0.0752	1	1,179,109	\$83,199.02	\$0.0706	1	1,127,275	\$81,054.43	\$0.0719	1	1,206,433
Industrial (In - w/Dmd & Rct, No/SbCr)	EI2	1	1,052,393	\$85,875.61	\$0.0816	1	1,268,977	\$93,848.76	\$0.0740	1	1,186,209	\$83,569.80	\$0.0705	1	1,158,099	\$83,221.66	\$0.0719	1	1,128,579
Total Industrial		2	2,051,155	\$168,576.78	\$0.0822	2	2,466,562	\$183,893.52	\$0.0746	2	2,365,318	\$166,768.82	\$0.0705	2	2,285,374	\$164,276.09	\$0.0719	2	2,335,012
Interdepartmental (In - No Dmd)	ED1	8	51,229	\$5,640.62	\$0.1101	8	53,261	\$5,694.67	\$0.1069	8	45,505	\$4,669.28	\$0.1026	8	32,267	\$3,472.77	\$0.1076	8	34,464
Interdepartmental (Out - No Dmd)	ED1O	0	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000	0	0
Interdepartmental (Out - w/Dmd)	ED2O	2	885	\$127.65	\$0.1442	2	1,033	\$141.76	\$0.1372	2	961	\$128.94	\$0.1342	2	743	\$106.42	\$0.1432	2	327
Interdepartmental (In - w/Dmd)	ED2	31	21,096	\$2,841.84	\$0.1347	27	25,195	\$3,193.85	\$0.1268	27	22,259	\$2,753.37	\$0.1237	27	25,670	\$3,168.51	\$0.1234	29	36,570
Interdepartmental (3Ph-In - w/Dmd)	ED3	11	216,189	\$23,641.06	\$0.1094	11	201,469	\$21,275.17	\$0.1056	11	207,274	\$20,069.48	\$0.0968	11	161,092	\$16,726.53	\$0.1038	11	214,542
Interdepartmental (Street Lights)	EDSL	7	62,879	\$5,850.15	\$0.0930	7	62,879	\$5,848.05	\$0.0930	7	62,879	\$5,848.05	\$0.0930	7	62,879	\$5,848.05	\$0.0930	7	62,879
Interdepartmental (Traffic Signals)	EDTS	15	1,676	\$154.50	\$0.0922	15	1,657	\$153.18	\$0.0924	14	1,707	\$157.86	\$0.0925	14	1,820	\$168.31	\$0.0925	15	1,974
Generators (JV2 Power Cost Only)	GJV2	1	15,739	\$712.35	\$0.0453	1	14,697	\$625.95	\$0.0426	1	15,735	\$630.97	\$0.0401	1	17,347	\$621.37	\$0.0358	1	17,671
Generators (JV5 Power Cost Only)	GJV5	1	11,638	\$526.74	\$0.0453	1	11,234	\$478.46	\$0.0426	1	12,197	\$489.10	\$0.0401	1	11,408	\$408.63	\$0.0358	1	12,297
Total Interdepartmental		76	381,331	\$39,494.91	\$0.1036	72	371,425	\$37,413.19	\$0.1007	71	368,517	\$34,747.05	\$0.0943	71	313,226	\$30,521.62	\$0.0974	74	380,724
SUB-TOTAL CONSUMPTION & DEMAND		5,886	12,715,742	\$1,300,417.70	\$0.1023	5,900	14,665,472	\$1,410,620.99	\$0.0962	5,885	14,551,047	\$1,344,030.05	\$0.0924	5,885	12,700,595	\$1,191,912.95	\$0.0938	5,900	12,789,555
Street Lights (In)	SLO	15	0	\$13.59	\$0.0000	15	0	\$13.59	\$0.0000	15	0	\$13.59	\$0.0000	14	0	\$13.43	\$0.0000	15	0
Street Lights (Out)	SLOO	2	0	\$0.77	\$0.0000	2	0	\$0.77	\$0.0000	2	0	\$0.77	\$0.0000	2	0	\$0.77	\$0.0000		

BILLING SUMMARY AND CO												
MARCH, 2016												
2016 - MARCH BILLING WITH FEBRUARY 2016 C												
Class and/or Schedule	Rate Code	Dec-15 Billed	Cost / kWh For Month	Jan-16	Jan-16 (kWh Usage)	Jan-16 Billed	Cost / kWh For Month	TOTAL	TOTAL	Avg.Cost	Avg.Num.	Avg.Per.%
				# of Bills				KWH USEAGE PRIOR 12 MO	BILLING PRIOR 12 MO	Per kWh For Period	of Bills For Period	of Bills For Period
Residential (Dom-In)	E1	\$184,274.36	\$0.1025	3,336	1,861,416	\$195,822.68	\$0.1052	26,646,669	\$2,835,792.37	\$0.1064	3,347	56.7170%
Residential (Dom-In) w/Ecosmart	E1E	\$436.57	\$0.1058	10	4,037	\$441.29	\$0.1093	63,900	\$6,937.89	\$0.1086	10	0.1695%
Residential (Dom-In - All Electric)	E2	\$38,115.47	\$0.1009	603	469,722	\$47,982.01	\$0.1021	6,193,679	\$651,057.54	\$0.1051	608	10.3046%
Res.(Dom-In - All Elec.) w/Ecosmart	E2E	\$62.21	\$0.1010	1	481	\$51.43	\$0.1069	8,208	\$868.16	\$0.1058	1	0.0169%
Total Residential (Domestic)		\$222,888.61	\$0.1022	3,950	2,335,656	\$244,297.41	\$0.1046	32,912,456	\$3,494,655.96	\$0.1062	3,966	67.2080%
Residential (Rural-Out)	ER1	\$69,004.14	\$0.1078	756	692,545	\$76,216.42	\$0.1101	8,956,012	\$1,005,641.99	\$0.1123	750	12.7025%
Residential (Rural-Out) w/Ecosmart	ER1E	\$268.56	\$0.1128	4	2,902	\$327.89	\$0.1130	32,278	\$3,782.54	\$0.1172	4	0.0678%
Residential (Rural-Out - All Electric)	ER2	\$41,522.79	\$0.1058	383	425,593	\$46,020.44	\$0.1081	5,580,105	\$618,190.78	\$0.1108	387	6.5567%
Res. (Rural-Out - All Electric) w/Ecosmar	ER2E	\$178.64	\$0.1081	2	2,005	\$218.79	\$0.1091	22,648	\$2,567.48	\$0.1134	2	0.0339%
Residential (Rural-Out w/Dmd)	ER3	\$5,333.52	\$0.0984	16	98,686	\$9,894.24	\$0.1003	445,763	\$47,268.72	\$0.1060	15	0.2556%
Residential (Rural-Out - All Electric w/Dm	ER4	\$2,837.96	\$0.0989	9	13,792	\$1,455.82	\$0.1056	138,235	\$15,055.27	\$0.1089	9	0.1525%
Total Residential (Rural)		\$119,145.61	\$0.1064	1,170	1,235,523	\$134,133.60	\$0.1086	15,175,041	\$1,692,506.78	\$0.1115	1,167	19.7690%
Commercial (1 Ph-In - No Dmd)	EC2	\$5,915.34	\$0.1282	74	43,794	\$5,800.34	\$0.1324	559,852	\$75,036.14	\$0.1340	74	1.2512%
Commercial (1 Ph-Out - No Dmd)	EC2O	\$1,686.33	\$0.1572	43	8,154	\$1,432.14	\$0.1756	105,359	\$18,292.78	\$0.1736	43	0.7216%
Total Commercial (1 Ph) No Dmd		\$7,601.67	\$0.1337	117	51,948	\$7,232.48	\$0.1392	665,211	\$93,328.92	\$0.1403	116	1.9728%
Commercial (1 Ph-In - w/Demand)	EC1	\$37,007.69	\$0.1323	255	275,088	\$36,491.09	\$0.1327	3,946,700	\$520,425.50	\$0.1319	258	4.3707%
Commercial (1 Ph-Out - w/Demand)	EC1O	\$3,300.75	\$0.1280	24	30,192	\$3,885.43	\$0.1287	431,389	\$55,255.39	\$0.1281	25	0.4166%
Total Commercial (1 Ph) w/Demand		\$40,308.44	\$0.1319	279	305,280	\$40,376.52	\$0.1323	4,378,089	\$575,680.89	\$0.1315	283	4.7873%
Commercial (3 Ph-Out - No Dmd)	EC4O	\$40.37	\$1.0093	2	15,040	\$1,719.24	\$0.1143	30,120	\$3,935.79	\$0.1307	2	0.0339%
Total Commercial (3 Ph) No Dmd		\$40.37	\$1.0093	2	15,040	\$1,719.24	\$0.1143	30,120	\$3,935.79	\$0.1307	2	0.0339%
Commercial (3 Ph-In - w/Demand)	EC3	\$165,693.78	\$0.1096	205	1,414,090	\$158,505.09	\$0.1121	19,074,018	\$2,175,929.26	\$0.1141	207	3.5050%
Commercial (3 Ph-Out - w/Demand)	EC3O	\$58,181.67	\$0.1046	39	438,660	\$48,468.19	\$0.1105	5,011,613	\$569,980.64	\$0.1137	39	0.6581%
Commercial (3 Ph-In - w/Dmd.&Sub-St.C	EC3S	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000	1,314,960	\$140,445.24	\$0.1068	2	0.0311%
Commercial (3 Ph-Out - w/Dmd.&Sub-St	E3SO	\$13,741.63	\$0.1016	3	137,480	\$14,239.58	\$0.1036	1,739,480	\$186,056.09	\$0.1070	3	0.0508%
Commercial (3 Ph-In - w/Demand, No Ta	EC3T	\$284.95	\$0.1187	1	1,840	\$211.56	\$0.1150	30,200	\$3,564.97	\$0.1180	1	0.0169%
Total Commercial (3 Ph) w/Demand		\$237,902.03	\$0.1079	248	1,992,070	\$221,424.42	\$0.1112	27,170,271	\$3,075,976.20	\$0.1132	252	4.2619%
Large Power (In - w/Dmd & Rct)	EL1	\$220,257.42	\$0.0818	21	2,403,640	\$211,797.66	\$0.0881	29,459,981	\$2,657,524.23	\$0.0902	21	0.3502%
Large Power (In - w/Dmd & Rct, w/SbCr)	EL2	\$82,880.55	\$0.0754	3	994,472	\$79,375.27	\$0.0798	9,826,358	\$767,506.58	\$0.0781	1	0.0226%
Large Power (Out - w/Dmd & Rct, w/SbC	EL2O	\$28,057.68	\$0.0844	1	295,200	\$26,076.76	\$0.0883	3,600,000	\$342,780.34	\$0.0952	1	0.0169%
Large Power (In - w/Dmd & Rct, w/SbCr)	EL3	\$5,934.15	\$0.0746	2	70,607	\$7,256.69	\$0.1028	901,471	\$106,588.20	\$0.1182	2	0.0339%
Total Large Power		\$337,129.80	\$0.0802	27	3,763,919	\$324,506.38	\$0.0862	43,787,810	\$3,874,399.35	\$0.0885	25	0.4237%
Industrial (In - w/Dmd & Rct, w/SbCr)	EI1	\$83,318.08	\$0.0691	1	1,156,158	\$87,758.35	\$0.0759	13,103,684	\$1,019,079.70	\$0.0778	1	0.0169%
Industrial (In - w/Dmd & Rct, No/SbCr)	EI2	\$79,886.73	\$0.0708	1	1,023,505	\$77,586.44	\$0.0758	13,167,780	\$1,008,595.14	\$0.0766	1	0.0169%
Total Industrial		\$163,204.81	\$0.0699	2	2,179,663	\$165,344.79	\$0.0759	26,271,464	\$2,027,674.84	\$0.0772	2	0.0339%
Interdepartmental (In - No Dmd)	ED1	\$3,802.92	\$0.1103	8	63,180	\$6,320.99	\$0.1000	1,061,847	\$104,093.49	\$0.0980	25	0.4180%
Interdepartmental (Out - No Dmd)	ED1O	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000	253	\$23.26	\$0.0919	0	0.0071%
Interdepartmental (Out - w/Dmd)	ED2O	\$59.81	\$0.1829	2	238	\$50.86	\$0.2137	5,012	\$737.95	\$0.1472	1	0.0198%
Interdepartmental (In - w/Dmd)	ED2	\$4,336.96	\$0.1186	27	49,447	\$5,868.15	\$0.1187	1,774,703	\$169,486.45	\$0.0955	25	0.4208%
Interdepartmental (3Ph-In - w/Dmd)	ED3	\$21,414.53	\$0.0998	11	205,612	\$21,129.50	\$0.1028	1,375,001	\$143,158.38	\$0.1041	6	0.1087%
Interdepartmental (Street Lights)	EDSL	\$5,862.30	\$0.0932	7	62,879	\$5,850.15	\$0.0930	440,153	\$40,960.03	\$0.0931	4	0.0692%
Interdepartmental (Traffic Signals)	EDTS	\$182.51	\$0.0925	15	1,837	\$169.84	\$0.0925	12,453	\$1,150.49	\$0.0924	9	0.1455%
Generators (JV2 Power Cost Only)	GJV2	\$662.84	\$0.0375	1	19,199	\$676.19	\$0.0352	220,100	\$9,273.25	\$0.0421	1	0.0169%
Generators (JV5 Power Cost Only)	GJV5	\$461.26	\$0.0375	1	13,204	\$465.04	\$0.0352	161,837	\$6,746.44	\$0.0417	1	0.0169%
Total Interdepartmental		\$36,783.13	\$0.0966	72	415,596	\$40,530.72	\$0.0975	5,051,359	\$475,629.74	\$0.0942	72	1.2229%
SUB-TOTAL CONSUMPTION & DEMAND		\$1,165,004.47	\$0.0911	5,867	12,294,695	\$1,179,565.56	\$0.0959	155,441,821	\$15,313,788.47	\$0.0985	5,884	99.7133%
Street Lights (In)	SLO	\$13.59	\$0.0000	15	0	\$13.59	\$0.0000	0	\$162.89	\$0.0000	15	0.2528%
Street Lights (Out)	SLOO	\$0.77	\$0.0000	2	0	\$0.77	\$0.0000	0	\$9.24	\$0.0000	2	0.0339%
Total Street Light Only		\$14.36	\$0.0000	17	0	\$14.36	\$0.0000	0	\$172.13	\$0.0000	17	0.2867%
TOTAL CONSUMPTION & DEMAND		\$1,165,018.83	\$0.0911	5,884	12,294,695	\$1,179,579.92	\$0.0959	155,441,821	\$15,313,960.60	\$0.0985	5,901	100.0000%



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ACCOUNT NUMBER: 12-6239-05
AMERICAN MUNICIPAL POWER, INC.
RATE STABILIZATION FUND FOR
THE CITY OF NAPOLEON OHIO
STABILIZATION FUND

This statement is for the period from
January 1, 2016 to January 31, 2016

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AMERICAN MUNICIPAL POWER INC
ATTN TREASURY DEPT
1111 SCHROCK RD
COLUMBUS OH 43229

QUESTIONS?

If you have any questions regarding
your account or this statement, please
contact your Account Manager or Analyst.

Account Manager:
SCOTT R. MILLER
CN-OH-TT4
CN-OH-W6CT
425 WALNUT ST.
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Phone 614-849-3402
E-mail scott.miller6@usbank.com

Analyst:
CAROLYN KETCHMARK
Phone 651-466-6197



ACCOUNT NUMBER: 12-6239-05
AMERICAN MUNICIPAL POWER, INC.
RATE STABILIZATION FUND FOR
THE CITY OF NAPOLEON OHIO
STABILIZATION FUND

This statement is for the period from
January 1, 2016 to January 31, 2016

MARKET VALUE SUMMARY

	Current Period 01/01/16 to 01/31/16
Beginning Market Value	\$1,290,422.43
Investment Results	
Interest, Dividends and Other Income	6.60
Total Investment Results	\$6.60
Ending Market Value	\$1,290,429.03





ACCOUNT NUMBER: 12-6239-05
AMERICAN MUNICIPAL POWER, INC.
RATE STABILIZATION FUND FOR
THE CITY OF NAPOLEON OHIO
STABILIZATION FUND

This statement is for the period from
January 1, 2016 to January 31, 2016

ASSET DETAIL AS OF 01/31/16

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
Cash Equivalents					
1,290,429.030	First American Government Obligation Fund Cl A 31846V849	1,290,429.03 1.0000	1,290,429.03 1.00	100.0 .01 **	78.72
Total Cash Equivalents		\$1,290,429.03	\$1,290,429.03	100.0	\$78.72
Cash					
	Principal Cash	- 429.03	- 429.03		
	Income Cash	429.03	429.03		
	Total Cash	\$0.00	\$0.00	0.0	
Total Assets		\$1,290,429.03	\$1,290,429.03	100.0	\$78.72

ASSET DETAIL MESSAGES

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.

For further information, please contact your Analyst.

** The Yield at Market set forth in this statement for any money market fund is based on the interest rate applicable to that money market fund as of the last business day of the statement period only and may not be relied upon as (i) a yield estimate for the statement period as a whole, or (ii) a guarantee of future performance.



ACCOUNT NUMBER: 12-6239-05
AMERICAN MUNICIPAL POWER, INC.
RATE STABILIZATION FUND FOR
THE CITY OF NAPOLEON OHIO
STABILIZATION FUND

This statement is for the period from
January 1, 2016 to January 31, 2016

CASH SUMMARY

	Income Cash	Principal Cash	Total Cash
Beginning Cash Balance as of 01/01/2016	\$422.43	- \$422.43	\$0.00
Taxable Interest	6.60		6.60
Net Money Market Activity		- 6.60	- 6.60
Ending Cash Balance as of 01/31/2016	\$429.03	- \$429.03	\$0.00





ACCOUNT NUMBER: 12-6239-05
AMERICAN MUNICIPAL POWER, INC.
RATE STABILIZATION FUND FOR
THE CITY OF NAPOLEON OHIO
STABILIZATION FUND

This statement is for the period from
January 1, 2016 to January 31, 2016

TRANSACTION DETAIL

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
	Beginning Balance 01/01/2016	\$422.43	- \$422.43	\$1,290,422.43
01/04/16	Interest Earned On First Amer Govt Oblig Fund Cl A Interest From 12/1/15 To 12/31/15 31846V849	6.60		
01/05/16	Purchased 6.6 Units Of First Amer Govt Oblig Fund Cl A Trade Date 1/5/16 31846V849		- 6.60	6.60
	Ending Balance 01/31/2016	\$429.03	- \$429.03	\$1,290,429.03



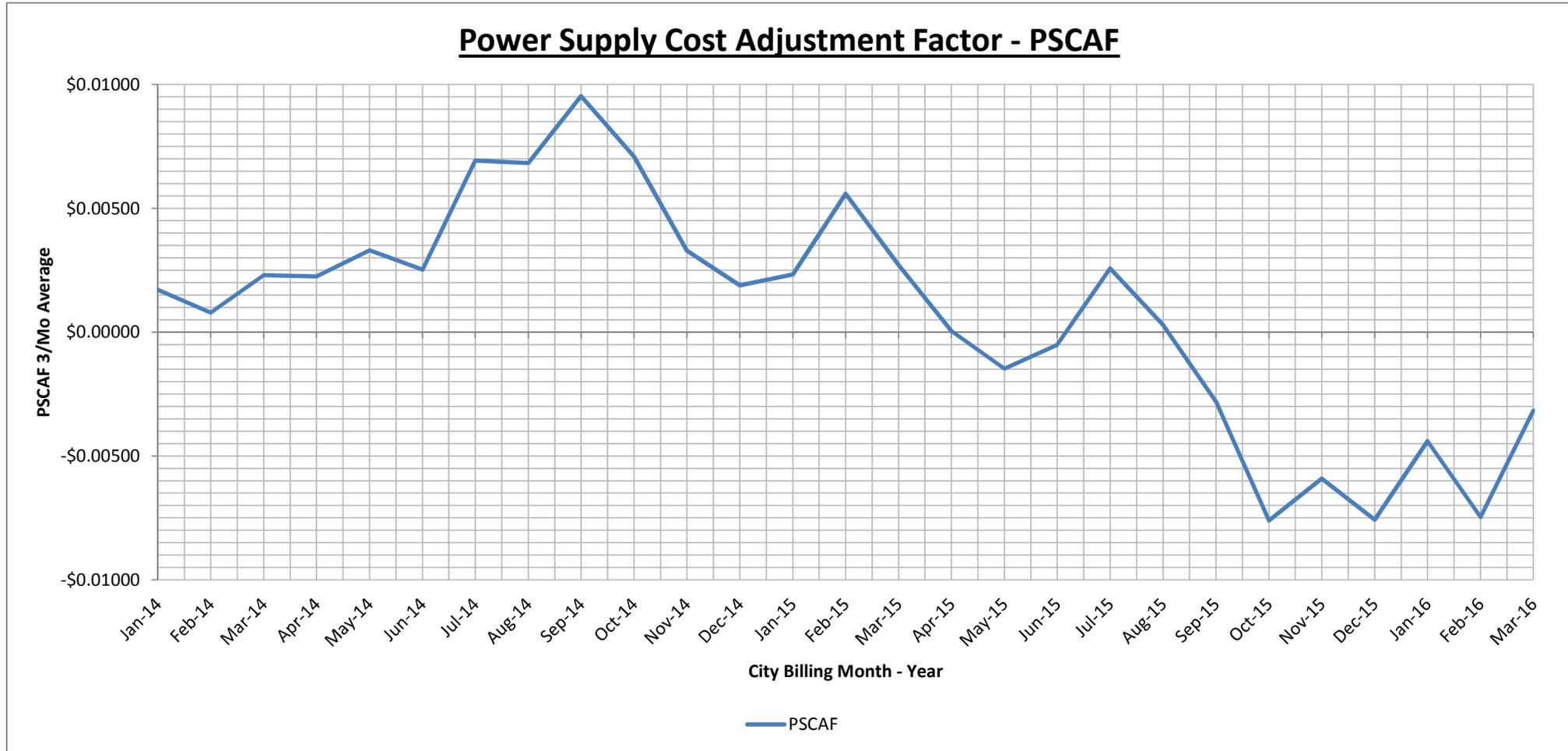
U.S. Bank
1555 N. Rivercenter Dr.
Suite 300
Milwaukee, WI 53212

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AMERICAN MUNICIPAL POWER INC
ATTN TREASURY DEPT
1111 SCHROCK RD
COLUMBUS OH 43229





2016 MARCH - ELECTRIC PSCAF - BILLING COMPARISONS TO PRIOR PERIODS										
Rate Comparisons to Prior Month and Prior Year for Same Period										
			Current	Prior Month	Prior Year			Current	Prior Month	Prior Year
	Service	Service	March	February	March	Service	Service	March	February	March
Customer Type	Usage	Units	2016 Rate	2016 Rate	2015 Rate	Usage	Units	2016 Rate	2016 Rate	2015 Rate
Customer Type ->	RESIDENTIAL USER - (w/Gas Heat)					RESIDENTIAL USER - (All Electric)				
Customer Charge			\$6.00	\$6.00	\$6.00			\$6.00	\$6.00	\$6.00
Distribution Energy Charge			\$20.93	\$20.93	\$20.93			\$33.39	\$33.39	\$33.39
Distribution Demand Charge										
Power Supply Energy Charge	978	kWh	\$71.20	\$71.20	\$71.20	1,976	kWh	\$143.85	\$143.85	\$143.85
Power Supply Demand Charge										
PSCAF - Monthly Factor	978	kWh	-\$3.10	-\$7.31	\$2.65	1,976	kWh	-\$6.26	-\$14.76	\$5.35
kWh Tax- Level 1	978	kWh	\$4.55	\$4.55	\$4.55	1,976	kWh	\$9.19	\$9.19	\$9.19
kWh Tax- Level 2										
kWh Tax- Level 3										
			-----	-----	-----			-----	-----	-----
Total Electric			\$99.58	\$95.37	\$105.33			\$186.17	\$177.67	\$197.78
Water	6	CCF	\$42.27	\$41.37	\$39.57	11	CCF	\$68.02	\$66.37	\$63.07
Sewer (w/Stm.Sew. & Lat.)	6	CCF	\$70.89	\$64.63	\$54.58	11	CCF	\$98.89	\$90.08	\$76.78
Storm Water (Rate/ERU)			\$9.50	\$9.50	\$9.50			\$9.50	\$9.50	\$9.50
Refuse (Rate/Service)			\$18.00	\$18.00	\$18.00			\$18.00	\$18.00	\$18.00
			-----	-----	-----			-----	-----	-----
Sub-Other Services			\$140.66	\$133.50	\$121.65			\$194.41	\$183.95	\$167.35
			-----	-----	-----			-----	-----	-----
Total Billing - All Services			\$240.24	\$228.87	\$226.98			\$380.58	\$361.62	\$365.13
Verification Totals->			\$240.24	\$228.87	\$226.98			\$380.58	\$361.62	\$365.13
				Cr.Mo to Pr.Mo	Cr.Yr to Pr.Yr				Cr.Mo to Pr.Mo	Cr.Yr to Pr.Yr
Dollar Chg.to Prior Periods				\$11.37	\$13.26				\$18.96	\$15.45
% Inc/Dec(-) to Prior Periods				4.97%	5.84%				5.24%	4.23%
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
Cost/kWh - Electric	978	kWh	\$0.10182	\$0.09752	\$0.10770	1,976	kWh	\$0.09422	\$0.08991	\$0.10009
% Inc/Dec(-) to Prior Periods				4.41%	-5.46%				4.79%	-5.86%
Cost/CCF - Water	6	CCF	\$7.04500	\$6.89500	\$6.59500	11	CCF	\$6.18364	\$6.03364	\$5.73364
Cost/GALLONS - Water	4,488	GAL	\$0.00942	\$0.00922	\$0.00882	8,229	GAL	\$0.00827	\$0.00807	\$0.00766
% Inc/Dec(-) to Prior Periods				2.18%	6.82%				2.49%	7.85%
Cost/CCF - Sewer	6	CCF	\$11.81500	\$10.77167	\$9.09667	11	CCF	\$8.99000	\$8.18909	\$6.98000
Cost/GALLON - Sewer	4,488	GAL	\$0.01580	\$0.01440	\$0.01216	8,229	GAL	\$0.01202	\$0.01095	\$0.00933
% Inc/Dec(-) to Prior Periods				9.69%	29.88%				9.78%	28.80%
<i>(Listed Accounts Assume SAME USAGE for kWh and Water (CCF) for All Billing Periods)</i>										
<i>(One "1" Unit CCF of Water = "Hundred Cubic Foot" = 748 Gallons)</i>										

<u>2016 MARCH - ELECTRIC PSC</u>			<u>RATE REVIEW COMPARISONS - Current to Prior Month and Prior Year</u>								
Rate Comparisons to Prior Month at			Current			Prior Month			Prior Year		
	Service	Service	Current	Prior Month	Prior Year			Current	Prior Month	Prior Year	
<u>Customer Type</u>	<u>Usage</u>	<u>Units</u>	<u>March</u>	<u>February</u>	<u>March</u>	<u>Service</u>	<u>Service</u>	<u>March</u>	<u>February</u>	<u>March</u>	
			<u>2016 Rate</u>	<u>2016 Rate</u>	<u>2015 Rate</u>			<u>2016 Rate</u>	<u>2016 Rate</u>	<u>2015 Rate</u>	
<u>Customer Type -></u>	<u>COMMERCIAL USER - (3 Phase w/Demand)</u>					<u>INDUSTRIAL USER - (3 Phase w/Demand)</u>					
Customer Charge			\$18.00	\$18.00	\$18.00			\$100.00	\$100.00	\$100.00	
Distribution Energy Charge	7,040	kWh	\$38.02	\$38.02	\$38.02	98,748	Reactive	\$2,303.85	\$2,303.85	\$2,303.85	
Distribution Demand Charge	20.32	kW/Dmd	\$92.86	\$92.86	\$92.86	1510.1	kW/Dmd	\$8,215.30	\$8,215.30	\$8,215.30	
Power Supply Energy Charge	7,040	kWh	\$623.04	\$623.04	\$623.04	866,108	kWh	\$39,165.42	\$39,165.42	\$39,165.42	
Power Supply Demand Charge								\$15,296.55	\$15,296.55	\$15,296.55	
PSCAF - Monthly Factor	7,040	kWh	-\$22.32	-\$52.59	\$19.08			-\$2,608.29	-\$6,146.34	\$2,229.80	
kWH Tax- Level 1			\$9.66	\$9.66	\$9.66			\$9.66	\$9.66	\$9.66	
kWH Tax- Level 2			\$20.80	\$20.80	\$20.80			\$56.24	\$56.24	\$56.24	
kWH Tax- Level 3								\$3,087.71	\$3,087.71	\$3,087.71	
			-----	-----	-----			-----	-----	-----	
Total Electric			\$780.06	\$749.79	\$821.46			\$65,626.44	\$62,088.39	\$70,464.53	
Water	25	CCF	\$137.32	\$133.57	\$126.07	300	CCF	\$1,555.51	\$1,555.51	\$1,420.51	
Sewer (w/Stm.Sew. & Lat.)	25	CCF	\$178.69	\$162.74	\$138.94	300	CCF	\$1,718.69	\$1,562.49	\$1,359.94	
Storm Water (Rate/ERU)			\$9.50	\$9.50	\$9.50			\$330.00	\$330.00	\$330.00	
Refuse (Rate/Service)			\$5.00	\$5.00	\$5.00			\$5.00	\$5.00	\$5.00	
			-----	-----	-----			-----	-----	-----	
Sub-Other Services			\$330.51	\$310.81	\$279.51			\$3,609.20	\$3,453.00	\$3,115.45	
			-----	-----	-----			-----	-----	-----	
Total Billing - All Services			\$1,110.57	\$1,060.60	\$1,100.97			\$69,235.64	\$65,541.39	\$73,579.98	
Verification Totals->			\$1,110.57	\$1,060.60	\$1,100.97			\$69,235.64	\$65,541.39	\$73,579.98	
				<u>Cr.Mo to Pr.Mo</u>	<u>Cr.Yr to Pr.Yr</u>				<u>Cr.Mo to Pr.Mo</u>	<u>Cr.Yr to Pr.Yr</u>	
Dollar Chg.to Prior Periods				\$49.97	\$9.60				\$3,694.25	-\$4,344.34	
% Inc/Dec(-) to Prior Periods				4.71%	0.87%				5.64%	-5.90%	
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	
Cost/kWH - Electric	7,040	kWh	\$0.11080	\$0.10650	\$0.11668	866,108	kWh	\$0.07577	\$0.07169	\$0.08136	
% Inc/Dec(-) to Prior Periods				4.04%	-5.04%				5.69%	-6.87%	
Cost/CCF - Water	25	CCF	\$5.49280	\$5.34280	\$5.04280	300	CCF	\$5.18503	\$5.18503	\$4.73503	
Cost/GALLONS - Water	18,701	GAL	\$0.00734	\$0.00714	\$0.00674	224,415	GAL	\$0.00693	\$0.00693	\$0.00633	
% Inc/Dec(-) to Prior Periods				2.81%	8.92%				0.00%	9.50%	
Cost/CCF - Sewer	25	CCF	\$7.14760	\$6.50960	\$5.55760	300	CCF	\$5.72897	\$5.20830	\$4.53313	
Cost/GALLON - Sewer	18,701	GAL	\$0.00956	\$0.00870	\$0.00743	224,415	GAL	\$0.00766	\$0.00696	\$0.00606	
% Inc/Dec(-) to Prior Periods				9.80%	28.61%				10.00%	26.38%	
<i>(Listed Accounts Assume SAME USA)</i>											
<i>(One "1" Unit CCF of Water = "Hundre</i>											

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: *Monica Irelan, City Manager*
From: *Tony Cotter, Director of Parks and Recreation*
Date: *March 11, 2016*
Subject: *Swimming Pool Discussion – Parks and Recreation Board*

At the most recent Parks and Recreation Board meeting, I updated the Board on the discussion that was held by the Parks and Recreation Committee of City Council related to the future improvements of the Swimming Pool. The Board was informed that the Committee discussed two options: renovating the current facility at an approximate cost ranging from \$175,000 - \$250,000 or constructing a new facility that could cost between 1 million to 4 million dollars based on the scope of the project. The committee unanimously decided that the course of action they recommend is to proceed with a renovation.

After some discussion, the Board would like City Council to address the timetable for the renovation project. A total of \$25,000 has been set aside for future pool improvements which currently totals \$75,000. The Board is now asking if it is City Council's intention to continue to set aside that same amount of funding until we reach the amount needed for the improvements or will additional appropriations be made. At this rate, enough funds would not be available for a minimum of four (4) more years. Additional appropriations should be considered.

A second option was offered for consideration that would involve closing the facility for an entire summer and applying the operation expense savings towards the renovation. Using 2015 revenue vs expenses figures, the total net operation expense to the City was \$90,431. It was noted that while this option would provide nearly half of the funding needed for the improvements, it would close the swimming pool for an entire summer and would have an obvious impact on community open swimming, the Napoleon Aquatic Club practices and swim meets, and the Triathlon event held in July. No recommendation was made to pursue this option rather the Board wanted it brought forward for consideration.

If you have any questions or would like additional information, please let me know.



City of Napoleon, Ohio

DEPARTMENT OF MANAGEMENT

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

Memorandum

To: Mr. Mayor, Mr. President, and City Councilmembers
From: Monica Irelan, City Manager
RE: *Cleaning of the Water Treatment Plant lime sludge lagoons*

History:

The current water treatment process uses Lime. There needs to be a place to put the waste (called sludge) caused by this chemical. On the southern side of Riverview, across from the water treatment plant, there are sludge lagoons that hold the lime waste until it can be removed. The City pays a certified company to remove the sludge from the lagoons.

Over the last two years we have found a need to clarify a couple sections of the contract and upgrade some of the requirement to meet the new Sludge Management Plan approved by the EPA.

The new treatment plant will not have Lime; therefore the lagoon cleaning will not be necessary in the near future. This is why we are asking for a one year contract with options for renewal for year two and three.

Proposed Changes Summary:

Article 3.4, #6- Time is of essence. This was added so, in the event the contracted company cannot meet the requirement to remove, we can find someone else. This could be an emergency situation or when we are done using lime and possibly partial removal is needed.

Liquidated damages were changed to \$100.00 per day.

Article 4, #8- Loading procedures: Any water drawn from a Hydrant to thin the sludge will be charged at the current bulk water rate.

#25, Land, Sludge cannot be applied to frozen ground or during heavy periods of rain when the ground is saturated. These are EPA requirements and the same regulation we use for our wastewater plant.

#30 Hours of work: No work from sunset to sunrise. No work on Sundays or Holidays

Financial Impact:

This is a budgeted line item in the amount of \$52,000.



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: Monica Irelan, City Manager
From: Chad E. Lulfs, P.E., P.S., Director of Public Works
cc: Mayor & City Council
Greg Heath, City Finance Director
Date: March 14, 2016
Subject: WTP UV Disinfection Improvements – Approval of Plans & Specifications

The City of Napoleon's Department of Public Works requests approval of the plans and specifications for the WTP UV Disinfection Improvements Project. This project consists of installing UV units, replacing pumps, and installing hardware/software to control them. These items were removed from the overall project in order to meet the deadline for the LT2 rule imposed by the Ohio EPA (October 1, 2016). The cost of this project will come off the total project cost and will be fully integrated into the final project which is scheduled to bid later this year.

Engineer's Estimate of Construction: \$1,074,000.00.

CEL



City of Napoleon, Ohio

DEPARTMENT OF MANAGEMENT

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

Memorandum

To: Municipal Properties, Buildings, Land Use & Economic Development Committee
From: Monica Irelan, City Manager
RE: 2016 Miscellaneous Streets

Per the direction of Municipal Properties Committee, and support by Council, staff is to bring projects to Committee for review throughout the process. We are prepared to present information on 2016 Miscellaneous Street Improvements.

History:

In 2015, the City of Napoleon's Engineering Department had each street in town rated regarding its condition to provide a clearer picture of the actual condition of the streets. This process also will assist the Engineering Department in preparing a more objective list of streets and the prioritization of those streets. Also, during the preparation of the street ratings, alternative surface treatments were investigated by City Staff to better utilize the available funding.

Historically the City has budgeted between \$150,000 and \$300,000 for street resurfacing. In the 2015 Budget, City Council agreed to increase this to \$550,000.

The project is ready to go to Council for approval of documentation and specification. This will move the project into the bidding phase.

Project Summary:

Street Improvements are planned in the following areas of the City:

First Street Area: This area includes resurfacing of Oak Street from Daggett to First, resurfacing First Street from the dead end south of Pontious to Oak and continuing east around the curve on First Street, & Pontious Place from S. Perry to First. Some minor widening will be done on First Street to better accommodate traffic in the intersection of First & Oak and along the dead end portion of First Street.

Oakwood Avenue Area: This area includes the resurfacing of Lakeview Drive from Oakwood through the cul-de-sac, Baumann Place from Lakeview through the cul-de-sac, Old Creek Drive from Oakwood through the cul-de-sac, and Oakwood Avenue from the overpass through the south drive into the Oakwood Plaza. Sections of curb that need to be replaced will be as part of this project. The island on Lakeview Drive will be removed and paved. A few areas where the pavement has failed will have full depth replacement.

Alley on Lagrange: The alley that leads from Lagrange Street into the Chief Plaza will be completely removed and replaced.

Woodlawn Avenue: Woodlawn Avenue will be micro-surfaced. This consists of an application consisting of a bituminous liquid with fine stone. The material is estimated to extend the life of pavement up to 9 years primarily by sealing the surface.

Financial Impact:

This project was reviewed and approved through the Finance and Budget Committee and via the budget process. The total project budget is \$550,000.

There is no grant funding on this project.

Documents and Specifications:

In 2015, Municipal Properties did review the documents that are used for all City projects. There were very few revisions made.

The project summary outlines the work that will be completed. Specifications can all be found in the Engineering Rules, the City of Napoleons Standard Specifications, and the State of Ohio Department of Transportation's Construction & Material Specifications.

Recommendation:

I would ask that the Committee recommend to Council the approval of Documents and Specifications for the 2016 Miscellaneous Street Improvements project. This will allow staff to put the project out to bid.



City of Napoleon, Ohio

Department of Public Works

255 West Riverview Avenue, P.O. Box 151

Napoleon, OH 43545

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Memorandum

To: Monica Irelan, City Manager
From: Chad E. Lulfs, P.E., P.S., Director of Public Works
cc: Mayor & City Council
Greg Heath, City Finance Director
Date: March 14, 2016
Subject: 2016 Miscellaneous Streets Project – Approval of Plans & Specifications

The City of Napoleon's Department of Public Works requests approval of the plans and specifications for the 2016 Miscellaneous Streets Project. This project consists of resurfacing: First Street from the Dead End to the first drive north of Oak Street; Oak Street from Daggett Drive to First Street; Pontious Place from S. Perry Street to First Street; Lakeview Drive from the Cul-de-sac to Oakwood Avenue; Bauman Place from the Cul-de-sac to Lakeview Drive; Old Creek Drive from the Cul-de-sac to Oakwood Avenue; and Oakwood Avenue from the Overpass to the south side of the Oakwood Plaza. Also included is the reconstruction of the alley from Lagrange Street north into the Chief Supermarket Parking Lot.

Engineer's Estimate of Construction: \$385,000.00.

CEL



City of Napoleon, Ohio

Department of Public Works

255 West Riverview Avenue, P.O. Box 151

Napoleon, OH 43545

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

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Memorandum

To: Monica Irelan, City Manager
From: Chad E. Lulfs, P.E., P.S., Director of Public Works
cc: Mayor & City Council
Greg Heath, City Finance Director
Date: March 14, 2016
Subject: 2016 Microsurfacing Project – Approval of Plans & Specifications

The City of Napoleon's Department of Public Works requests approval of the plans and specifications for the 2016 Microsurfacing Project. This project consists of microsurfacing Woodlawn Avenue from W. Clinton Street to Glenwood Avenue.

Engineer's Estimate of Construction: \$65,000.00.

CEL



City of Napoleon, Ohio

Department of Public Works

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Memorandum

To: Monica Irelan, City Manager
From: Chad E. Lulfs, P.E., P.S., Director of Public Works
cc: Jeff Rathge, Operations Superintendent
Date: March 10, 2016
Subject: Purchase Request – Used Berm Spreader

We were recently asked if we would be interested in purchasing a used berm spreader. Jeff Rathge, the Operations Superintendent, inspected the equipment and was surprised by its condition. Jeff reported that it appears to be very lightly used. We received a quote from a local supplier for a new spreader. The quote came back at \$6,900.00. The price for the used spreader is \$2,500.00.

This equipment is used to place stone along the edges of streets that are not curbed. We currently place berm stone with a small dump truck and shovels. This method is labor intensive and very slow. This equipment would save numerous man hours, save on materials (less wasted stone), and provide a much more attractive and affective finished product.

Although this item is only \$2,500.00, it was not in the budget we presented to Council. We are requesting that Council approve this purchase request. The funds would be taken from the Streets (Capital) account.

CEL

Memorandum

To: Electric Committee, Council, Mayor, City Manager, City Law Director, City Finance Director, Department Supervisors

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

Date: 3/9/2016

Re: Electric Committee Meeting Cancellation

The Electric Committee, which is regularly scheduled to meet on Monday, March 14, 2016 at 6:30pm, has been canceled at the direction of the Chair.

Memorandum

To: Water, Sewer, Refuse, Recycling & Litter Committee, Council, Mayor, City Manager, City Law Director, City Finance Director, Department Supervisors

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

Date: 3/9/2016

Re: Water, Sewer, Refuse, Recycling & Litter Committee Meeting Cancellation

The Water, Sewer, Refuse, Recycling & Litter Committee, which is regularly scheduled to meet on Monday, March 14, 2016 at 7:00pm, has been CANCELED due to lack of agenda items.

Memorandum

To: Charter Review Commission, Council, Mayor, City Manager, City Law Director, City Finance Director, Department Supervisors, Media

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

Date: 3/10/2016

Re: Charter Review Commission Meeting Cancellation

The regular Charter Review Commission meeting, scheduled for Thursday, March 17, 2016 at 7:00pm, has been CANCELED at the direction of the Chair.

TO: AMP/OMEA Principal Contacts
FROM: Marc S. Gerken, PE
RE: AMP Public Power Certification Course
DATE: February 29, 2016

Municipal and borough councils, utility boards, boards of public affairs and other entities governing municipal electric systems have important responsibilities due to the complexities of the industry and the myriad regulations at both the state and federal levels. Unlike most other municipal service issues, the evolution of the energy industry seemingly places the landscape in a constant state of flux. AMP recognizes the challenges faced by governing board members as they strive to learn more about the technical side and to stay abreast of these regulatory changes to fulfill their responsibilities.

The role of local governing boards is crucial as local oversight is one of the important differences between public power and other electric providers. With that in mind, AMP created the Public Power Certification Training program, a series of seven webinars designed to cover both the technical and regulatory aspects of the industry, as well as an overview of public power and AMP. The program was initiated in 2014 and more than 100 local officials completed the program. It is designed for both newly elected (or appointed) and experienced utility policymakers. The following is a sampling of the comments received from individuals participating in the program:

- "I am a politician and a history teacher by trade. This went a long way to helping understand the process."
- "Even though I was very familiar with how AMP was organized, it was good to have a refresher course."
- "A lot of the members have no idea where or how power is purchased, and why. The overview was well done, for those persons."
- "All presentations were organized and info was easy to follow."
- "...the ability to listen to recorded sessions made the entire program extremely convenient."

Again this year, Public Power Certification Training is being offered at no cost to AMP member community officials and focuses on seven key areas of benefit to policymakers as outlined below. The curriculum is designed to help participants build knowledge and skills within these areas to effectively govern their systems now and into the future. Officials that complete all of the sessions will receive an AMP Public Power

Certification and be recognized in AMP publications and at the 2016 AMP/OMEA Conference.

We would urge you to pass this information along to your council/BPA members and any other community officials you feel would benefit from this training.

1. Electric Utility 101: Led by the AMP Technical Services staff, this session will cover the basics of electric system generation, transmission, distribution workings, as well as an explanation of the different types of electric providers. Electricity is mysterious to most lay people and some of the popular expectations about the changing industry are not based on a sound understanding of the technical and operating principles that make it possible for utilities to deliver electricity to customers when and where they need it. This session will help clear up some of these mysteries.
2. Electric Utility Governance: Based on a curriculum assembled by the American Public Power Association (APPA), this session will present an overview of public power governance and best practices throughout the nation and will be instructed by an APPA representative. Topics covered will include: how public power is governed; the duties, responsibilities and legal obligations of public power governing boards; strategic issues facing public power and governing boards; rate making for utility boards and city councils; strategic planning for utility boards and city councils; and performance monitoring and accountability for boards.
3. AMP Organizational Overview: This session will be led by AMP staff and will provide an overview of the reasons municipal electric systems joined together to form AMP, as well as the benefits of joint action, AMP's structure, management, and services, and ways to be involved.
4. Power Supply Overview: Led by AMP staff, this session will focus on power supply considerations specifically tailored to AMP members. It will include an explanation of regional transmission organizations, transmission, capacity and energy markets, and long-term power supply planning.
5. Generation Project Overview: This session will be led by AMP staff and present an overview of the various generation projects developed and operated by AMP along with plans for future development.
6. Financial: AMP staff will lead the session, which includes an explanation of the AMP service fee structure, credit scoring program, project financing, on-behalf-of financing, billing and other topical issues.

7. Legislative/Environmental: Led by AMP and OMEA staff, this session will discuss the key issues of concern to public power, explain AMP/OMEA efforts and the importance of grassroots involvement.

In order to earn the AMP Public Power Governance Certification, participants must complete all seven webinars. A schedule for the sessions is attached. Each session will last approximately one hour. The live sessions will be recorded and available via a link on the AMP website following the session. Individuals can either participate in the live webinar or view the recording to receive credit for the session. Participation is limited to elected/appointed officials from AMP member communities. A registration form and schedule is attached and will be posted on the Member Extranet section of the AMP website (password required): <https://amppartners.org/sign-in/>.

If you are planning to participate in the training, please complete the attached registration form by March 25, 2016 and return it via mail, fax or email to:

Mail: American Municipal Power, Inc.

Attn: Jodi Allalen

1111 Schrock Road, Suite 100

Columbus, Ohio 43229

Fax: 614.540.1081

Email: to Jodi Allalen at jallalen@amppartners.org

Our goal is to augment knowledge of local issues with a more global understanding of the industry. In the end, it is the customer-owners of AMP member municipal electric systems that benefit. We hope that all governing board members and other officials in AMP member communities will take advantage of this opportunity. We encourage you to distribute this correspondence to your governing board members.

cc: AMP Board of Trustees
OMEA Board of Directors
AMP Executive Management Team
Harry Phillips and AMP Marketing Staff

American Municipal Power, Inc.
Public Power Certification
2016 Program Schedule

All sessions will be held live at 10:00 a.m. Session will be recorded and available for viewing on line at the following web address (password required): <https://amppartners.org/sign-in/>

March 29	Session 1 Electric Utility 101
April 12	Session 2 Public Power Governance
April 26	Session 3 AMP Organizational Overview
May 10	Session 4 Power Supply Overview
May 24	Session 5 Generation Projects Overview
June 7	Session 6 Financial Overview
June 21	Session 7 Legislative/Environmental

American Municipal Power, Inc.
Public Power Certification Training
Registration

NAME _____

COMMUNITY _____

TITLE _____

LENTGH OF TIME IN POSITION _____

MAILING ADDRESS _____

PHONE _____

E-MAIL _____

NAME AS IT SHOULD APPEAR ON THE CERTIFICATE:

I anticipate participating:

- Live session
- Recorded session
- Both



Ohio Municipal League
Our Cities and Villages ★ Bringing Ohio to Life

Legislative Bulletin

Ohio Municipal League Legislative Bulletin

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March 4, 2016

LEGISLATURE TAKES SHORT BREAK FROM ACTIVITY

The Ohio legislature is taking a short break from their regular schedule of committee hearings and voting sessions for the next several weeks. Legislators have returned back to their home districts to either complete any primary election obligations they may be working through, catching-up on legislative duties postponed until their legislative calendar allowed for greater flexibility in scheduling or to reconnect with other responsibilities closer to home. The Ohio House and Senate are not expected to return to Capitol Square until the first of April. Because of this break in activity, the league will not be producing a legislative bulletin on our weekly schedule.

If anything of legislative relevance does occur in the following weeks including new announcements from state agencies, we will be sure to report that activity to our members but we anticipate a relatively quiet month of March at the Ohio Statehouse.

STATE ANNOUNCES ABANDONED GAS STATION CLEAN UP GRANT

The Ohio Development Services Agency announced this week that their agency is now accepting applications for the newly create Abandoned Gas Station Cleanup Grant Program.

The Abandoned Gas Station Cleanup Grant provides funding to assess and clean up BUSTR Class C sites (underground storage tanks with documented petroleum releases). Local government entities who own the eligible property or who have an agreement with the landowner may apply. The applicant and property owner cannot have contributed to the prior release of petroleum or other hazardous substance on the site. Eligible activities include up to \$100,000 for assessment and up to \$500,000 for cleanup. Other eligible activities include costs to empty or remove underground storage tanks, abatement of asbestos, lead or other contamination, demolition and site clearance.

Fast Track and Competitive Grant Applications will now be accepted. Fast Track applications will be accepted on an on-going basis, and the first round of Competitive applications will be accepted through April 1, 2016. A total of \$3.5 million will be available in this round of funding for competitive grants.

More information for the online application and program guidelines can be found at www.development.ohio.gov/cs/cs_agsc.htm .

If you have any additional questions about the program, please contact April Kasun at (614) 466-4007 or April.Kasun@development.ohio.gov .

Have a safe and enjoyable weekend~

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OHIO WATER
DEVELOPMENT AUTHORITY

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877-OWDA-123 (TOLL-FREE)
HTTP://WWW.OWDA.ORG

JOHN R. KASICH
GOVERNOR

JAMES P. JOYCE
CHAIRMAN

STEVEN J. GROSSMAN
EXECUTIVE DIRECTOR

February 18, 2016

Mayor
Napoleon
255 W. Riverview Ave.
P.O. Box 151
Napoleon, OH 43545-0151

Re: Interest Rate Buy-Down

The Ohio Water Development Authority (OWDA) is pleased to inform you that we have implemented an interest rate buy-down program to assist communities and local governments with outstanding OWDA loans. These changes will benefit both large and small communities in Ohio, and the buy-down comes at an important time as we all balance the need for important infrastructure improvements with payment strategies that work for the rate payers of our communities.

Current borrowers with interest rates higher than 4.00% will see a reduction of interest rates on the outstanding balance of those loans to 4.00%. The buy-down commenced retroactively with your payment due on January 1, 2016 and will carry through to the maturity date of the affected loan(s). In order for the interest rate buy-down to be applied retroactively to the payment which was due on January 1, 2016, the buy-down amount for the January 1, 2016 payment(s) will be credited to the payment(s) due on July 1, 2016.

Attached please find a list of your loan(s) that will receive this interest rate buy-down. As provided on the attached Schedule A, the total amount of estimated savings that Napoleon will realize over the remaining life of the loan(s) is \$28,761.14. On the OWDA website at loans.owda.org, you will find schedules which show the interest buy-down amount by loan for each remaining semi-annual payment.

All terms and conditions of the Loan Cooperative Agreement(s) remain in effect. The OWDA commitment to provide the buy-down on any loan payment will be conditioned upon the borrower making full and timely payment of its portion of the loan payment. If a borrower does not meet its payment obligation, the OWDA reserves the right to collect interest at the full contract rate.

For questions about this interest rate buy-down, please contact Chris Buckner with OWDA at cbuckner@owda.org or 614.466.0294, or Robyn McComb with OWDA at robyn@owda.org or 614.466.0159.

Sincerely,

Steven J. Grossman
Executive Director, OWDA

Enclosures

**Schedule of Loans for Napoleon
Receiving an Interest Rate Buy-Down**

Schedule A

Loan Account Number	Loan Date	Loan Program	Current Interest Rate	Buy-Down Interest Rate	Total Estimated Amount of Buy-Down	Last Payment Date
4333	06/30/2005	Fresh Water Fund	4.490 %	4.000 %	\$5,024.29	07/01/2025
4334	06/30/2005	Fresh Water Fund	4.490 %	4.000 %	\$23,736.85	07/01/2025
					<u>\$28,761.14</u>	

Fw: Fwd: Google Alert - kasich municipal tax

03/10/16 10:24 AM

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

-----Original Message-----

From: "Michelle Jordan" <datataxgroup@gmail.com>
To: undisclosed-recipients; <>
Date: 03/10/2016 10:17 AM
Subject: Fwd: Google Alert - kasich municipal tax

Dear DATA members:

Below are three articles to share with your administration.

Have a wonderful day!

Michelle

----- Forwarded message -----

From: **Google Alerts** <googlealerts-noreply@google.com>
Date: Wed, Mar 9, 2016 at 7:38 PM
Subject: Google Alert - kasich municipal tax
To: datataxgroup@gmail.com

Google Alerts

kasich municipal tax

As-it-happens update · March 10, 2016

NEWS

Ohio **tax** changes under Gov. John **Kasich** leave villages, cities scrambling to cope with less ...

cleveland.com

The **Kasich** administration has said the losses for the cities amount to a ... Some 609 villages and cities with **local** income **taxes** collected \$4.7 billion in ...

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How cities are paying the price for Ohio **tax** cuts

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John **Kasich** have meant tighter budgets for many Ohio cities and villages. Some are cutting services, adding fees or increasing **local taxes**.

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Ohio **tax** cuts meet **local** reality in Chagrin Falls: Impact 2016

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John **Kasich** and the Republican-controlled legislature since **Kasich** took office ... Chagrin Falls voters twice said no to increasing the **local** income **tax**.

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