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# Memorandum

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TO: Mayor and City Council  
City Manager, Finance Director, City Law Director  
FROM: Roxanne  
SUBJECT: General Information  
DATE: March 17, 2017

## **REMINDER**

if you have not turned in your Financial Disclosure Statement to be sent to the Ohio Ethics Commission, please get your information to me before the end of this month. *Thank-You.*

## CALENDAR

### CITY COUNCIL AGENDA

#### **C. Approval of Minutes**

1. March 06, 2017 Regular Council Meeting Minutes
2. March 10, 2017 Special Council Meeting Minutes

#### **E. Reports from Council Committees**

1. **Electric Committee** met on March 13, 2017 and:
  - a. Recommended accept BOPA recommendation to accept the March, 2017 PSCAF number at \$0.0149.
  - b. Recommended accept BOPA recommendation to credit next month's billing cycle for active customers for the PSCAF error.
  - c. Recommended accept BOPA recommendation to Develop a Claims Review Process for Inactive Electric Accounts that may have a Credit and Present it out at the April BOPA and Electric Committee meeting.
  - d. Recommended accept BOPA recommendation to waive Debt Balances, for the PSCAF only, created by the PSCAF Error for the Periods that the Error Covers.
  - e. Recommended accept BOPA recommendation that the Interest Earned on the Money from the PSCAF Error be Credited to the next PSCAF Computation and Not Individual Accounts.
2. **Water and Sewer Committee** met on March 13, 2017; and
  - a. reviewed trash collection
  - b. heard an update on the WTP Project
3. **Municipal Properties, Building, Land Use and Economic Development Committee** met on March 13, 2017; and
  - a. Discussed Roundhouse Road (tabled)
  - b. Discussed Downtown Improvements (tabled)
  - c. Discussed Parking Spaces (tabled)
  - d. Zoning Code Review (removed from agenda)
4. **Ad-hoc Committee on Organizational Health and Strategic Vision** met on March 20, 2017 and
  - a. Discussed the Mission and Strategic Vision for the City
5. **Parks and Rec Committee** did not meet due to lack of agenda items.

#### **G. Introduction of New Ordinances and Resolutions**

1. **Resolution No. 009-17**, a Resolution Authorizing Contracts with the Townships of Napoleon, Harrison, Freedom and Henry County South Joint Ambulance District for Fire and/or Emergency Medical Service Commencing April 1, 2017; and Declaring an Emergency. (Suspension Requested)

#### **H. Second Readings of Ordinances and Resolutions - None**

#### **I. Third Readings of Ordinances and Resolutions - None**

#### **J. Good of the City (Discussion/Action)**

- Agenda Items 1 through 5 are recommendations from the Electric Committee
- 1. **Discussion/Action:** (Electric) to accept the March, 2017 PSCAF number at \$0.0149, JV2 at \$0.104512 and JV5 at \$0.104512.
- 2. **Discussion/Action:** (Electric) to credit next month's billing cycle for active customers for the PSCAF Error.

3. **Discussion/Action:** (Electric) to Develop a Claims Review Process for Inactive Electric Accounts that may have a Credit and Present it out at the April BOPA and Electric Committee meeting.
4. **Discussion/Action:** (Electric) to waive Debt Balances, for the PSCAF only, created by the PSCAF Error for the Periods that the Error Covers.
5. **Discussion/Action:** (Electric) that the Interest Earned on the Money from the PSCAF Error be Credited to the next PSCAF Computation and Not Individual Accounts.
6. **Discussion/Action:** Approval of Plans and Specifications for Park Street Improvements ~ Phase 2 (L.T.C.P. Project No. 17C & 11E ~ Partial).
7. **Discussion/Action:** Approve Purchase of a New GMC Sierra 2500HD 4WD Double Cab Pickup Truck for the Electric Department.
  - Dennie has enclosed information on the two (2) quotes he received for the truck.
8. **Discussion/Action:** Award of the Professional Design Services Contract for the Williams Pumping Station Replacement Project to Stantec Consulting Services Inc.
  - Enclosed is a Memorandum from Chad with the results from the Quality Based Selection and recommendation for award on this project.
9. **Discussion/Action:** Award of the Hobson Street Waterline Improvements ~ Phase 2.
  - A Memorandum of Recommendation from Chad is included in the packet.
10. **Discussion/Action:** Accept Donation from Napoleon Alive for New Monument Entrance Signs to the City.
11. **Discussion/Action:** First Quarter Budget Adjustments. (Refer to Committee)

## **L. Approve Payments of Bills and Approve Financial Reports**

### INFORMATIONAL ITEMS

1. **MEETING AGENDAS**
  - a. Monday, March 20<sup>th</sup> at 6:00 pm – Ad-Hoc Committee on Organizational Health and Strategic Vision
  - b. Monday, March 20<sup>th</sup> at 6:00 pm – City Tree Commission
2. **MEETING CANCELLATION(S)**
  - a. Parks and Rec Committee
3. **MISCELLANEOUS INFORMATION**
  - a. AMP Update/March 10, 2017

Records Retention - CM-II - 2 Years

# MARCH 2017

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6 6:15 pm Technology Committee 7:00 pm City COUNCIL	7 4:00 pm Special Civil Service Commission Mtg.	8	9	10 7:45 am Special City Council Meeting	11
12	13 6:30 pm - Electric Comm. BOPA 7:00 pm - Water/Sewer Committee 7:30 pm - Municipal Properties ED Committee	14	15	16	17	18
19	20 6:00 pm Ad-hoc Comm. on Organizational Health & Strategic Vision 6:00 pm Tree Commission 7:00 pm City COUNCIL	21	22	23	24	25
26	27 6:30 pm -Finance & Budget 7:30 pm - Special Joint Meeting with Safety and Human Resources Comm. and City Council	28 4:30 pm - Civil Service	29 6:30 pm - Park & Rec Board	30	31	

## CITY COUNCIL

### Meeting Agenda

**Monday, March 20, 2017 at 7:00 pm**

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

**A. Attendance** (Noted by the Clerk)

**B. Prayer and Pledge of Allegiance**

**C. Approval of Minutes:** *(in the absence of any objections or corrections, the minutes shall stand approved)*

1. March 06, 2017 (Regular Council Meeting)
2. March 10, 2017 (Special Council Meeting)

**D. Citizen Communication**

**E. Reports from Council Committees**

1. **Electric Committee** met on March 13, 2017 and:
  - a. Recommend accept BOPA recommendation to accept the March, 2017 PSCAF number at \$0.0149.
  - b. Recommend accept BOPA recommendation to credit next month's billing cycle for active customers for the PSCAF error.
  - c. Recommend accept BOPA recommendation to Develop a Claims Review Process for Inactive Electric Accounts that may have a Credit and Present it out at the April BOPA and Electric Committee meeting.
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2. **Water and Sewer Committee** met on March 13, 2017; and
  - a. reviewed trash collection
  - b. heard an update on the WTP Project
3. **Municipal Properties, Building, Land Use and Economic Development Committee** met on March 13, 2017; and
  - a. Discussed Roundhouse Road (tabled)
  - b. Discussed Downtown Improvements (tabled)
  - c. Discussed Parking Spaces (tabled)
  - d. Zoning Code Review (removed from agenda)
4. **Ad-hoc Committee on Organizational Health and Strategic Vision** met on March 20, 2017 and
  - a. Discussed the Mission and Strategic Vision for the City
5. **Parks and Rec Committee** did not meet due to lack of agenda items.

**F. Reports from Other Committees, Commissions and Boards** *(Informational Only-Not Read)*

1. **Board of Zoning Appeals** did not meet due to lack of agenda items
2. **Planning Commission** did not meet due to lack of agenda items
3. **City Tree Commission** met earlier tonight with the following agenda items:
  - a. Reviewed Tree Call Reports
  - b. Plan for the Arbor Day Observation
  - c. Update on Spring Contracts
  - d. Awarded Spring Topsoil Contract

**G. Introduction of New Ordinances and Resolutions –**

1. **Resolution No. 009-17**, a Resolution Authorizing Contracts with the Townships of Napoleon, Harrison, Freedom and Henry County South Joint Ambulance District for Fire and/or Emergency Medical Service Commencing April 1, 2017; and Declaring an Emergency. *(Suspension Requested)*

**H. Second Readings of Ordinances and Resolutions – None**

**I. Third Readings of Ordinances and Resolutions – None**



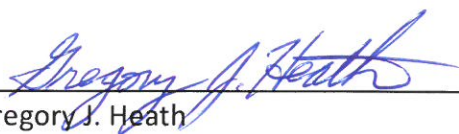
**J. Good of the City (Any other business as may properly come before Council, including but not limited to):**

1. **Discussion/Action:** (Electric) to accept the March, 2017 PSCAF number at \$0.0149, JV2 at \$0.104512 and JV5 at \$0.104512.
2. **Discussion/Action:** (Electric) to credit next month's billing cycle for active customers for the PSCAF Error.
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9. **Discussion/Action:** Award of the Hobson Street Waterline Improvements ~ Phase 2.
10. **Discussion/Action:** Accept Donation from Napoleon Alive for New Monument Entrance Signs to the City.
11. **Discussion/Action:** First Quarter Budget Adjustments. (Refer to Committee)

**K. Executive Session** *(as may be needed)*

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

**M. Adjournment**

  
\_\_\_\_\_  
Gregory J. Heath  
Finance Director/Clerk of Council

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

### **1. Technology & Communication Committee (1<sup>st</sup> Monday)**

*(Next Regular Meeting: Monday, April 3, 2017 @6:15 pm)*

### **2. Electric Committee (2<sup>nd</sup> Monday)**

*(Next Regular Meeting: Monday, April 10, 2017 @6:30 pm)*

- a. Review of Power Supply Cost Adjustment Factor for April, 2017
- b. Electric Department Report
- c. Present Claims Review Process for Inactive Electric Accounts that may have a Credit

### **3. Water, Sewer, Refuse, Recycling & Litter Committee (2<sup>nd</sup> Monday)**

*(Next Regular Meeting: Monday, April 13, 2017 @7:00 pm)*

### **4. Municipal Properties, Buildings, Land Use & Economic Development Committee (2<sup>nd</sup> Monday)**

*(Next Regular Meeting: Monday, April 13, 2017 @7:30 pm)*

- a. Discussion on Roundhouse Road (tabled)
- b. Discussion on Downtown Improvements (tabled)
- c. Discussion on Parking Spaces (Cake Walk Bakery-tabled)
- d. Updated Information from Staff on Economic Development (as needed)

### **5. Parks & Recreation Committee (3<sup>rd</sup> Monday)**

*(Next Regular Meeting: Monday, March 20, 2017 @6:15 pm-Canceled)*

### **6. Finance & Budget Committee (4<sup>th</sup> Monday)**

*(Next Regular Meeting: Monday, March 27, 2017 @6:30 pm)*

- a. Review of City's Investment Policy and Portfolio by Investment Advisor, Meeder Investment Management.

### **7. Safety & Human Resources Committee (4<sup>th</sup> Monday)**

*(Next Meeting: Monday, March 27, 2017 @7:30 pm-Special Joint Meeting with City Council)*

- a. Review of Personnel Code Section 197.18

### **8. Personnel Committee (as needed)**

### **9. Ad Hoc Committee on Organizational Health and Strategic Vision (Next Meeting: Mon., March 20, 2017 at 6:00 pm)**

- a. Discussion on Mission and Strategic Vision.

### **10. Ad Hoc Committee on Council Rules (as needed)**

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

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

*(Next Regular Meeting: Monday, April 10, 2017 @6:30 pm)*

- a. Review of Power Supply Cost Adjustment Factor for April, 2017
- b. Electric Department Report
- c. Present Claims Review Process for Inactive Electric Accounts that may have a Credit

### **2. Board of Zoning Appeals (2<sup>nd</sup> Tuesday)**

*(Next Regular Meeting: Tuesday, April 11, 2017 @4:30 pm)*

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

*(Next Regular Meeting: Tuesday, April 11, 2017 @5:00 pm)*

### **4. Tree Commission (3<sup>rd</sup> Monday)**

*(Next Regular Meeting: Monday, March 20, 2017 @6:00 pm)*

### **5. Civil Service Commission (4<sup>th</sup> Tuesday)**

*(Next Regular Meeting: Tuesday, March 28, 2017 @4:30 pm)*

### **6. Parks & Recreation Board (Last Wednesday)**

*(Next Regular Meeting: Wed., March 29, 2017 @6:30 pm)*

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

*(Next Regular Meeting: Tuesday, May 9, 2017 @10:30 am)*

### **8. Records Commission (2<sup>nd</sup> Tuesday in June & December)**

*(Next Regular Meeting: Tuesday, June 13, 2017 @4:00 pm)*

### **9. Housing Council (1<sup>st</sup> 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 (March 16, 2017 at 9:00 am)**

### **14. Volunteer Firefighters' Dependents Fund Board (as needed)**

### **15. Volunteer Peace Officers' Dependents Fund Board (as needed)**

### **16. Lodge Tax Advisory & Control Board (as needed)**

### **17. Board of Building Appeals (as needed)**

### **18. ADA Compliance Board (as needed)**

### **19. NCTV Advisory Board (as needed)**

## **CITY COUNCIL**

### Meeting Minutes

Monday, March 6, 2017 at 7:00 PM

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#### **PRESENT**

Council

Travis Sheaffer-Council President, Patrick McColley- Council President Pro-Tem, Jeff Comadoll, Rita Small, Dan Baer, Jeff Mires

Mayor

Jason P. Maassel

Finance Director/Clerk

Gregory J. Heath

City Manager

Joel L. Mazur

Law Director

Billy D. Harmon

Recorder

Roxanne Dietrich

City Staff

Clayton O'Brien-Fire Chief

Jeff Rathge-Operations Superintendent

Robert Weitzel- Police Chief

News Media, NCTV, Cub Scout Pack 174

Others

#### **ABSENT**

**Councilmember**

Joe Bialorucki

#### **Prayer**

Council President Sheaffer called the meeting to order at 7:00 pm with the Lord's Prayer. Cub Scout Pack 174 posted the color guard followed by the Pledge of Allegiance.

#### **Approval of Minutes**

Minutes from the February 20, 2017 City Council meeting and February 23, 2017 Special City Council Meeting stand approved as read with no objections or corrections.

#### **Citizen Communication**

None.

#### **Council Committee Reports**

The Finance and Budget Committee did not meet on February 27, 2017 due to lack of agenda items.

Chairman Baer reported the Safety and Human Resources Committee met on February 27, 2017 and reviewed the EMS rates with the townships and Henry County Joint Ambulance District, recommended to direct the Law Director to draft legislation and contracts with the townships and Henry County Joint Ambulance District, and recommended to add to the Personnel Code for vacation that will be discussed under Good of the City.

Chairman Small reported the Technology Committee met earlier tonight and discussed the City email server, ice warp complaints and made a motion to present options to Council. Standards for government pricing on computer purchases and system were also discussed and recommended leaving the discretion up to MIS department on Lenovo or Dell. For review of the new phone system reviewed estimates and options and recommended going with Jeff Rupp.

#### **Introduction of New Ordinances and Resolutions**

There was not any legislation presented for First Read.



## Motion Rescinded

## Referred Back to Safety and Human Resources with Special Joint Meeting with Council

**Referred to Finance and  
Budget Committee**  
*Review of City's  
Investment Policy and  
Portfolio*

## Motion to Approve Plans and Specifications for Fire Safety Services Training Facility

Council President Sheaffer referred Personnel Code-Section 197.18 back to the Safety and Human Resources Committee with a Special Joint Meeting with City Council on March 27, 2017 at 7:30 pm. We would ask Staff to give us information on what the statutory language says and what other government entities do on prior public service.

## Discussion

Second: Comadoll

Passed  
Yea-6  
Nay-0

Yea- Small, McColley, Sheaffer, Comadoll, Baer, Mires

## Motion to Approve the Plans and Specifications for the 2017 Street Striping Project

Second: McCollev

## Discusison

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around any outdoor café areas to standardize.

McColley asked if the Municipal Properties Committee should be talking about artistic parking spaces.

Sheaffer assigned discussion on artistic parking spaces to next week's Municipal Properties, Building, Land Use and Economic Development Committee. The City Manager will put together a list of agenda items.

Maassel responded you think of the Wildcat crosswalk at Perry Street maybe make a "81" in there 1981 was when the school won a championship, maybe when Napoleon officially became a City – historic numbers.

**Passed**

**Yea-6**

**Nay-0**

Roll call vote on the above motion:

Yea- Small, McColley, Sheaffer, Comadoll, Baer, Mires

Nay-

**Motion to Approve 2017  
Sewer Cleaning Program  
(3<sup>rd</sup> Year)**

Motion: McColley

Second: Small

To approve execution of and to continue the contract for the 2017 Sewer Cleaning Program (3<sup>rd</sup> Year).

**Discussion**

City Manager Mazur said this is a renewal contract with Advanced Rehabilitation out of Bryan and is to be completed by August 26, 2017 it is based on the rating system developed by Stantec.

**Passed**

**Yea-6**

**Nay-0**

Roll call vote on the above motion:

Yea- Small, McColley, Sheaffer, Comadoll, Baer, Mires

Nay-

**Around the Table**

**Motion to Appoint  
Tony Cotter to  
Privacy Committee**

Motion: McColley

Second: Small

To accept the recommendation from the Finance Director to appoint Tony Cotter to the Privacy Committee.

**Passed**

**Yea-6**

**Nay-0**

Roll call vote on the above motion:

Yea- Small, McColley, Sheaffer, Comadoll, Baer, Mires

Nay-

**Small**

good to have the Scouts with us tonight

**McColley**

thanks for coming, you actually sat through whole program.

**Sheaffer**

Report on APPA Legislative Rally - it was fast moving and very beneficial. We had meetings scheduled with both the AMP and OMEA groups to meet with each of the state legislators and also had separate meetings with the state legislators to talk about City business. On Tuesday we met with Sherrod Brown's rep at 2:00 pm and had Congressman Latta at 3:00 pm we divided to have someone at Latta's and someone at Brown's. All were really great meetings, we got some good ideas for different projects and ways to help out the second river bridge crossing, the grant that Maumee Valley submitted for, even different funding mechanisms we can look at for the WTP and other things revolving around our water and sewer plants, and water service. I would like to publicly thank Jon Bisher for subbing in these

last few months. He was a great help in Washington and in helping with the transition. He is a fountain of knowledge on that stuff, he really stepped in and talked those issues, we got our \$1.00.

There were some recommendations out of the Technology Committee.

**Motion to Direct Law  
Director to Research  
Contract with Microsoft**

Motion: Comadoll                      Second: Small  
to Direct the Law Director to look into what needs to be done to enter into a contract with Microsoft with the server to be in the United States and preferably in the State of Ohio.

**Passed**  
**Yea-6**  
**Nay-0**

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

**Motion to Approve  
Standard for Computer  
Purchases from Lenovo  
or Dell at Discretion of  
MIS Dept.**

Motion: Comadoll                      Second: McColley  
to approve the standard for computer purchases options to be from either Lenovo or Dell with manufacturer having the same hardware for at least 12 months and to leave at discretion of MIS Department if to be Lenovo or Dell based on pricing and need.

**Passed**  
**Yea-6**  
**Nay-0**

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

**Motion to go with  
Flexcom for New Phone  
System**

Motion: Small                              Second: McColley  
to proceed with Flexcom/Avia (Jeff Rupp) out of Archbold, Ohio for the new phone system.

**Discussion**

\$58,000.00 was budgeted for the phone system, the quote from Flexcom was for \$27,000.00.

**Passed**  
**Yea-6**  
**Nay-0**

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

I would like to thank the Cub Scouts, having been a Cub and Boy Scout before and my son going through it know you have interesting meetings to attend, we are very glad you are here and come again any time.

**Mayor**

Where are we at with the Downtown Resurfacing Project? Can we get a timeline and update at the next meeting, when bids and construction will start.  
Mazur responded we will have full timeline next week, it is still under design.

Can we add Roundhouse Road to the discussion for the March 20<sup>th</sup> Council meeting.

Thanks kids for coming tonight, we appreciate it.

Nothing.

**Baer**

I would like to thank you gentlemen for coming tonight. You would be surprised how many people on Council and other leadership positions started as Cub Scouts as I did myself, you are heading out in the right position.

## Mires

I would repeat what everyone else said about the Cub Scouts, thank-you for coming you did a great job tonight. Welcome to the new Defiance Crescent News.

## Harmon

Nothing.

Mazur

The Water Treatment Project a portion included painting of the water tower but there is nothing in the budget for painting anything on the tower. I reached out to the schools and they did express some interest in painting a Napoleon Wildcat.

Thank you Council for considering change of IceWarp, that is a step in the right direction.

Water Treatment Plant Project we received the bids back and they look favorable on paper. DEFA, the funding agency, has on their checklist the need for a Resolution from Council tentatively awarding the contract. Because of the timing and we want to get on DEFA's calendar, Chad will find out in morning what that date is and hope to have a Special Council meeting next week. The actual bid recommendation for the base bid plus the two alternatives will be at \$13,287,000.00 from Peterson Construction.

Heath said the issue is certification of funds, I cannot certify without funding. DEFA is the funding and they will not approve without a tentative resolution.

## Approval of Bills

The bills and reports stand approved as presented with no objections.

Cub Scouts Pack 174 removed the colors.

## Motion to Adjourn

Motion: Small to adjourn.

**Passed**  
**Yea-6**  
**Nay-0**

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

## Adjournment

Meeting adjourned at 8:03 pm.

**Approved:**

March 20, 2017

Travis Sheaffer, Council President

Jason P. Maassel, Mayor

Gregory J. Heath, Finance Director/Clerk of Council



DRAFT

## **CITY COUNCIL**

### **SPECIAL MEETING**

Special Meeting Minutes

Friday, March 10, 2017 at 7:45 am

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#### **PRESENT**

Council

Travis Sheaffer-President, Jeff Comadoll, Rita Small, Joe Bialorucki, Jeff Mires

City Manager

Joel L. Mazur

Finance Director

Gregory J. Heath

City Law Director

Billy D. Harmon

Recorder

Roxanne Dietrich

City Staff

Chad E. Lulfs-Public Works Director, Scott Hoover-WTP Superintendent

Others

Newsmedia

#### **ABSENT**

Mayor

Jason P. Maassel

Councilmembers

Patrick McColley-President ProTem; Dan Baer

#### **Call to Order**

President Sheaffer called the meeting to order at 7:45 am.

#### **First Read**

##### **Ordinance No. 011-17**

President Sheaffer read by title Ordinance No. 011-17, an Ordinance Authorizing, Contingent upon the Approval of the Ohio Environmental Protection Agency (OEPA) Division of Environmental and Financial Assistance (DEFA) Funding, the Expenditure of Funds Over Twenty-Five Thousand Dollars (\$25,000.00) related to the Water Treatment Plant Rehabilitation Project; and Authorizing the City Manager, Contingent Upon the Approval of said DEFA Funding, to enter into a Contract with Peterson Construction Company; and Declaring an Emergency.

Motion: Comadoll

Second: Mires

to Approve First Read of Ordinance No. 011-17

#### **Discussion**

City Manager Mazur stated the legislation is necessary for DEFA to release the funding for this project.

Sheaffer pointed out there could potentially be loan forgiveness up to \$2.9 million.

Heath reminded everyone that the \$3.9 million note would be added into the final funding.

#### **Motion to Suspend the Rules for Ordinance 011-17**

Motion: Comadoll

Second: Small

to suspend the rules for Ordinance No. 011-17

<b>Passed</b> <b>Yea-5</b> <b>Nay-0</b>	Roll call vote on the above motion: Yea- Sheaffer, Comadoll, Mires, Bialorucki, Small Nay-
<b>Ordinance No. 011-17</b> <b>Under Suspension of the</b> <b>Rules and Emergency</b>	Roll call vote to pass Ordinance No. 011-17 under Suspension of the Rules and with Emergency.
<b>Passed</b> <b>Yea-5</b> <b>Nay-0</b>	Yea-Sheaffer, Comadoll, Mires, Bialorucki, Small Nay-
<b>Other Matters</b>	The Law Director requested an Executive Session on Economic Development.
<b>Motion to go Into</b> <b>Executive Session on</b> <b>Economic Development</b>	Motion: Comadoll                      Second: Mires to go into Executive Session on Economic Development.
<b>Passed</b> <b>Yea-5</b> <b>Nay-0</b>	Roll call vote on the above motion: Yea- Sheaffer, Comadoll, Mires, Bialorucki, Small Nay-
	Into Executive Session at 7:48 am.
<b>Motion to Come Out of</b> <b>Executive Session</b>	Motion: Small                      Second: Mires to come out of Executive Session
<b>Passed</b> <b>Yea-5</b> <b>Nay-0</b>	Roll call vote on the above motion: Yea- Sheaffer, Comadoll, Mires, Bialorucki, Small Nay-
	President Sheaffer reported executive session was on economic development and no action was taken.
	Out of Executive Session at 7:56 a.m.
<b>Motion to Adjourn</b>	Motion: Comadoll                      Second: Mires to adjourn the meeting.
<b>Passed</b> <b>Yea-5</b> <b>Nay-0</b>	Roll call vote on the above motion: Yea-Sheaffer, Comadoll, Mires, Bialorucki, Small Nay -
<b>Adjournment</b>	Meeting was adjourned at 7:58am

**Approved:**

**March 20, 2017**

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Travis Sheaffer, Council President

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Jason P. Maassel, Mayor

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Gregory J. Heath, Finance Director/Clerk of Council

DRAFT

## **RESOLUTION NO. 009-17**

### **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, 2017; AND DECLARING AN EMERGENCY**

**WHEREAS**, the Townships of Napoleon, Harrison, and Freedom desire 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, 2017.

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 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 as approved as to form and correctness by the City Law Director; further, the contracts shall be effective April 1, 2017.

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.

The reason for the Emergency Clause is the fact that this Resolution is necessary to authorize the Contracts with the Townships and the Henry County South Joint Ambulance District to be in force in a timely manner, and for further reasons as stated in the Preamble hereof.

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. 009-17 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, 2017 to March 31, 2018**

***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 twelve (12) months shall be: \$163,244.87 commencing with the April 1st, 2017 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, 2017 at 12:01 a.m. and ending on March 31, 2018 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 ninety (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, 2016.

(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:***

\_\_\_\_\_  
Joel L. Mazur, City Manager  
Resolution No. 009-17

\_\_\_\_\_  
Date

***Attest to authenticity:***

\_\_\_\_\_  
Gregory Heath, Finance Director

\_\_\_\_\_  
Date

***Approved as to form and correctness:***

\_\_\_\_\_  
Billy D. Harmon, 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, 2017, 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 "The AccuMed Group, Riverview, Michigan".
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.

<b>2017 FIRE &amp; EMS PROJECTED CONTRACTS WITH TOWNSHIPS &amp; HC S.AMB.DISTRICT</b>						
<b>USING - 2016 ACTUAL EXPENSES &amp; REVENUES for FIRE &amp; EMS CONTRACT DETERMINATION</b>						
<b>= ACCOUNT NO. # =</b>			<b>COST CENTER, CATEGORY</b>	<b>2016</b>	<b>2016</b>	<b>2017 CONTRACT</b>
<b>FUND</b>	<b>DEPT</b>	<b>ACCT</b>	<b>ACCOUNT DESCRIPTION</b>	<b>APPROVED</b>	<b>ACTUAL</b>	<b>Quarterly</b>
			<b>No/CO = No Prior Year Carryover In Totals-&gt;</b>	<b>BUDGET</b>	<b>EXPENSES</b>	<b>Payments</b>
			<b>2200 FIRE &amp; EMS/SAFETY SERVICES</b>			
			<b>Personal Services:</b>			
100.	2200.	51100	Salary-Non Bargaining	196,610.00	182,580.86	
100.	2200.	51101	Salary-Non Bargaining-Overtime	15,000.00	0.00	
100.	2200.	51400	Salary-Fire Fulltime	391,220.00	317,638.00	
100.	2200.	51401	Salary-Fire Fulltime-Overtime	16,000.00	71,548.18	
100.	2200.	51410	Salary-Fire Partime	53,680.00	137,134.44	
100.	2200.	51420	Salary-EMT Partime	44,050.00	24,233.58	
			<b>Sub-Total Salary and Wages</b>	<b>716,560.00</b>	<b>733,135.06</b>	
100.	2200.	51500	PERS	6,160.00	1,000.71	
100.	2200.	51540	Fire Pension-Current Liability (Net \$, See 291 Fund)	94,830.00	74,436.20	
291.	2200.	51540	Fire Pension-Current Liability (Net \$, See 100 Fund)	42,200.00	43,016.82	
100.	2200.	51560	Social Security	7,520.00	9,580.81	
100.	2200.	51600	Worker's Compensation	21,490.00	13,605.28	
100.	2200.	51700	Medicare-City Share	9,690.00	10,375.98	
100.	2200.	51710	Hospitalization Insurance	92,660.00	83,851.76	
100.	2200.	51750	Life Insurance	490.00	351.48	
100.	2200.	51900	Unemployment Compensation	0.00	546.37	
			<b>Sub-Total Fringe Benefits</b>	<b>275,040.00</b>	<b>236,765.41</b>	
			<b>Total Personal Services</b>	<b>991,600.00</b>	<b>969,900.47</b>	
			<b>Other:</b>			
100.	2200.	52000	Travel, Training and Education	15,000.00	11,950.90	
210.	2200.	52000	Travel, Training and Education	14,000.00	10,540.80	
100.	2200.	52010	Memberships and Dues	1,800.00	938.95	
100.	2200.	53110	Utilities-Electric	22,000.00	19,826.34	
100.	2200.	53111	Utilities-Natural Gas	2,500.00	135.97	
100.	2200.	53113	Utilities-Water and Sewer	6,000.00	5,829.00	
100.	2200.	53114	Utilities-Telephone	4,340.00	2,298.25	
100.	2200.	53115	Utilities-Cable Modem	350.00	52.47	
100.	2200.	53200	Service Contracts-Communications	10,000.00	5,820.99	
100.	2200.	53300	Service Fees-Professional	17,500.00	24,319.91	
210.	2200.	53300	Service Fees-Professional	34,000.00	29,397.35	
210.	2200.	53430	Contracts-Townships EMS Revenues	50,000.00	48,031.05	
100.	2200.	53510	Contract Maintenance-Vehicles	15,000.00	3,633.88	
210.	2200.	53510	Contract Maintenance-Vehicles	5,000.00	1,792.00	
100.	2200.	53520	Contract Maintenance-Equipment	7,000.00	5,181.50	
210.	2200.	53520	Contract Maintenance-Equipment	11,000.00	6,641.88	
100.	2200.	53610	Contract Maintenance-Buildings & Structures	15,000.00	9,581.82	
100.	2200.	53700	Insurance and Bonding	2,670.00	2,501.14	
100.	2200.	53710	Insurance Claims-Deductible	0.00	0.00	
100.	2200.	54100	Supplies-Office	2,500.00	3,380.11	
100.	2200.	54110	Supplies-Postage and Delivery Charges	500.00	211.73	
100.	2200.	54200	Supplies-Operating	5,000.00	2,860.63	
210.	2200.	54200	Supplies-Operating	31,000.00	26,360.14	
100.	2200.	54220	Supplies-Fire Prevention	3,000.00	339.00	
210.	2200.	54225	Supplies-EMS Durable Equipment	2,500.00	1,819.50	
100.	2200.	54230	Supplies-Gasoline & Deisel Fuels	22,950.00	13,635.64	
100.	2200.	54240	Supplies-Chemicals	4,500.00	2,672.16	
100.	2200.	54300	Supplies-Vehicle Parts & Supplies	4,500.00	5,457.51	
210.	2200.	54300	Supplies-Vehicle Parts & Supplies	4,000.00	2,548.58	
			<b>Fire Expenses - Continued Next Page</b>			



<b>2017 FIRE &amp; EMS PROJECTED CONTRACTS WITH TOWNSHIPS &amp; HC S.AMB.DISTRICT</b>						
<b>USING - 2016 ACTUAL EXPENSES &amp; REVENUES for FIRE &amp; EMS CONTRACT DETERMINATION</b>						
<b>= ACCOUNT NO. # =</b>			<b>COST CENTER, CATEGORY</b>	<b>2016</b>	<b>2016</b>	<b>2017 CONTRACT</b>
<b>FUND</b>	<b>DEPT</b>	<b>ACCT</b>	<b>ACCOUNT DESCRIPTION</b>	<b>APPROVED</b>	<b>ACTUAL</b>	<b>Quarterly</b>
			<b>No/CO = No Prior Year Carryover In Totals-&gt;</b>	<b>BUDGET</b>	<b>EXPENSES</b>	<b>Payments</b>
			Fire Expenses - Continued			
100.	2200.	54500	Supplies-Other Equipment	3,500.00	1,532.15	
100.	2200.	54700	Supplies-Small Tools	4,000.00	1,840.05	
100.	2200.	54800	Supplies-Uniforms	11,000.00	6,685.33	
210.	2200.	59000	Refunds- Miscellaneous	2,000.00	3,449.40	
100.	9800.	59130	Reimburse-Shared Expense (Township Contracts)	7,500.00	7,500.00	
			Sub-Total Operating Expenses	341,610.00	268,766.13	
			<b>Major Large Equipment Capital Items:</b>			
			<b>(Part of Annual Fixed Allocation):</b>			
242.	2200.	57000	Machinery and Equipment (Major Capital Items)	0.00	0.00	
			(2017 Items: Fire Vch.(807) \$55,000; Fire Vch.(806) \$45,000)			
242.	2200.	43000	Less: Rev.Offset - Grants, Donations, Etc.	0.00	0.00	
			Net Machinery & Equipment Costs-Major Capital Items	0.00	0.00	
			<b>Other Capital Items (Not Annually Allocated):</b>			
210.	2200.	57000	Machinery and Equipment	4,000.00	2,856.62	
242.	2200.	57000	Machinery and Equipment	16,000.00	10,041.00	
242.	2200.	57200	Buildings and Improvements	0.00	0.00	
400.	2200.	57000	Machinery and Equipment	15,000.00	73,284.86	
400.	2200.	57200	Buildings and Improvements	50,000.00	6,566.96	
			Sub-Total Capital Imp.(Less Grants on Major Items )	85,000.00	92,749.44	
			<b>Total Other</b>	<b>426,610.00</b>	<b>361,515.57</b>	
			<b>Total-2200 Fire &amp; EMS/Safety Services</b>			
			<b>All Operating and Capital Expenditures</b>	<b>1,418,210.00</b>	<b>1,331,416.04</b>	
				=====	=====	
			<b>EXPENDITURE ADJUSTMENTS:</b>			
242.	2200.	57000	LESS: Net Major Cap.Exp.By Year in 242 Fd.(Large Eq.)	0.00	0.00	
210.	2200.	53430	LESS: Township EMS Revenue Payments	-50,000.00	-48,031.05	
			LESS: Non-EMS Adjustments	0.00	0.00	
			ADD: Annualized Capital Fixed Amt.(Large Equip.)	90,000.00	90,000.00	
			Sub-Total Expense Adjustments	40,000.00	41,968.95	
			<b>Net Allocated Expenses Per Contract</b>	<b>1,458,210.00</b>	<b>1,373,384.99</b>	
			<b>REVENUE ADJUSTMENTS (Not Previously Listed):</b>			
100.	2200.	44350 }->	LESS: Donations in 100 General Fund	0.00	-225.00	
100.	2200.	47010 }->	LESS: Misc.Fire Revenue in 100 General Fund	-2,500.00	-10,613.40	
100.	0000.	49650 }->	LESS: Reimb.Fire 180 kWh Tax Fd.to 100 Gen.Fd.	-28,000.00	-25,655.34	
210.	2200.	43100 }->	LESS: State Grants in 210 EMS Transport Fund	-3,000.00	0.00	
210.	2200.	44350 }->	LESS: Donations in 210 EMS Transport Fund	0.00	0.00	
242.	2200.	43100 }->	LESS: State Grants in 242 Fire Equip.Fund	0.00	0.00	
242.	2200.	44350 }->	LESS: Donations in 242 Fire Equip.Fund	0.00	0.00	
242.	0000.	47200 }->	LESS: Interest Posted to the 242 Fire Equip.Fund	-2,870.00	-4,751.32	
242.	0000.	49000 }->	LESS: Sale of Assets in the 242 Fire Equip.Fund	0.00	0.00	
400.	2200.	44351 }->	LESS: Donations in 400 CIP Fund	0.00	-24,689.60	
400.	2200.	47010 }->	LESS: Misc.Fire Revenue in 400 CIP Fund	0.00	0.00	
			Sub-Total Revenue Adjustments	-36,370.00	-65,934.66	
			<b>* NET FIRE &amp; EMS EXPENDITURES for CONTRACT BILLING</b>	<b>1,421,840.00</b>	<b>1,307,450.33</b>	
				=====	=====	

2017 FIRE & EMS PROJECTED CONTRACTS WITH TOWNSHIPS & HC S.AMB.DISTRICT					
USING - 2016 ACTUAL EXPENSES & REVENUES for FIRE & EMS CONTRACT DETERMINATION					
= ACCOUNT NO. # =		COST CENTER, CATEGORY	2016	2016	2017 CONTRACT
FUND	DEPT	ACCT	APPROVED	ACTUAL	Quarterly
No/CO = No Prior Year Carryover In Totals->			BUDGET	EXPENSES	Payments
		<b>DIST%</b>			
		<b>ALLOCATED COSTS BY ENTITY</b>			
		=====	44.18%	44.18%	
	100.00%	<b>FIRE COSTS ALLOCATED AT (44.18%)</b>	628,168.91	577,631.56	
		<b>ENTITY</b>	=====	=====	
	75.68%	City of Napoleon	475,398.23	437,151.56	
	1.68%	Freedom Township	10,553.24	9,704.21	
	13.15%	Napoleon Township (w/Sec.30 & 31)	82,604.21	75,958.55	
	9.49%	Harrison Township	59,613.23	54,817.24	
		<b>Verification Totals-&gt;</b>	628,168.91	577,631.56	
			55.82%	55.82%	
	100.00%	<b>EMS COSTS ALLOCATED AT (55.82%)</b>	793,671.09	729,818.77	
		<b>ENTITY</b>	=====	=====	
	79.13%	City of Napoleon	628,031.94	577,505.60	
	1.44%	Henry Co.South Amb.Dist. (Frmly.Flatrock Twn.)	11,428.86	10,509.39	
	1.64%	Freedom Township	13,016.21	11,969.03	
	11.96%	Napoleon Township (w/Sec.30 & 31)	94,923.06	87,286.32	
	5.83%	Harrison Township	46,271.02	42,548.43	
		<b>Verification Totals-&gt;</b>	793,671.09	729,818.77	
			*****	*****	
	100.00%	<b>NET - TOTAL SHARED COST OVERALL (100.00%)</b>	1,421,840.00	1,307,450.33	
		<b>ENTITY</b>	=====	=====	
	77.6058%	City of Napoleon (Includes Henry Co. Hospital)	1,103,430.17	1,014,657.16	
		<b>Net Shared Costs Allocated to Contracts-&gt;</b>	318,409.83	292,793.17	
					<b>ACTUAL</b>
					<b>2016 Expenses</b>
					<b>Used in</b>
					<b>2017 Contract</b>
					<b>QUARTERLY</b>
					<b>BILLING Using</b>
					<b>2016 ACTUAL</b>
					=====
					<b>2016 Act/ 4</b>
	0.8038%	Henry Co.South Amb.Dist. (Frmly.Flatrock Twn.)	11,428.86	10,509.39	2,627.35
	1.6577%	Freedom Township	23,569.45	21,673.24	5,418.31
	12.4857%	Napoleon Township (w/Sec.30 & 31)	177,527.27	163,244.87	40,811.22
	7.4470%	Harrison Township	105,884.25	97,365.67	24,341.42
		<b>Sub-Total - Townships &amp; HC S.Amb. Dist.</b>	318,409.83	292,793.17	73,198.30
					=====
	100.00%	<b>Totals</b>	1,421,840.00	1,307,450.33	
			=====	=====	
		<b>CAPITAL REVENUE ALLOCATION FOR TOWNSHIPS</b>			
		Total Annual Capital Per Agreement	90,000.00	90,000.00	
			=====	=====	
	80.00%	City Share of Annual Capital Per Agreement	72,000.00	72,000.00	
	20.00%	Net Township Share of Annual Capital Per Agreement	18,000.00	18,000.00	
	100.00%				
		<b>TOWNSHIP ALLOCATION OF NET CAPITAL</b>	18,000.00	18,000.00	
		<b>(Based on % Of Net Shared Cost to Township)</b>	=====	=====	
	3.59%	Henry Co.South Amb.Dist. (Frmly.Flatrock Twn.)	646.20	646.20	
	7.41%	Freedom Township	1,333.80	1,333.80	
	55.75%	Napoleon Township	10,035.00	10,035.00	
	33.25%	Harrison Township	5,985.00	5,985.00	
	100.00%	<b>(Revenue Amount Allocated to 242 Fire Eq. Fund)</b>	18,000.00	18,000.00	
			=====	=====	



## ***Fire and Emergency Medical Service Contract***

**City of Napoleon, Ohio  
With  
Harrison Township, Henry County, Ohio  
From April 1, 2017 to March 31, 2018**

***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 twelve (12) months shall be: \$97,365.67 commencing with the April 1st, 2017 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, 2017 at 12:01 a.m. and ending on March 31, 2018 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 ninety (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 five percent (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, 2016.

(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:***

\_\_\_\_\_  
Joel L. Mazur, City Manager  
Resolution No. 009-17

\_\_\_\_\_  
Date

***Attest to authenticity:***

\_\_\_\_\_  
Gregory Heath, Finance Director

\_\_\_\_\_  
Date

***Approved as to form and correctness:***

\_\_\_\_\_  
Billy D. Harmon, 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, 2017, 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 "The AccuMed Group, Riverview, Michigan".
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.

<b>2017 FIRE &amp; EMS PROJECTED CONTRACTS WITH TOWNSHIPS &amp; HC S.AMB.DISTRICT</b>						
<b>USING - 2016 ACTUAL EXPENSES &amp; REVENUES for FIRE &amp; EMS CONTRACT DETERMINATION</b>						
<b>= ACCOUNT NO. # =</b>			<b>COST CENTER, CATEGORY</b>	<b>2016</b>	<b>2016</b>	<b>2017 CONTRACT</b>
<b>FUND</b>	<b>DEPT</b>	<b>ACCT</b>	<b>ACCOUNT DESCRIPTION</b>	<b>APPROVED</b>	<b>ACTUAL</b>	<b>Quarterly</b>
			<b>No/CO = No Prior Year Carryover In Totals-&gt;</b>	<b>BUDGET</b>	<b>EXPENSES</b>	<b>Payments</b>
			<b>2200 FIRE &amp; EMS/SAFETY SERVICES</b>			
			<b>Personal Services:</b>			
100.	2200.	51100	Salary-Non Bargaining	196,610.00	182,580.86	
100.	2200.	51101	Salary-Non Bargaining-Overtime	15,000.00	0.00	
100.	2200.	51400	Salary-Fire Fulltime	391,220.00	317,638.00	
100.	2200.	51401	Salary-Fire Fulltime-Overtime	16,000.00	71,548.18	
100.	2200.	51410	Salary-Fire Partime	53,680.00	137,134.44	
100.	2200.	51420	Salary-EMT Partime	44,050.00	24,233.58	
			<b>Sub-Total Salary and Wages</b>	<b>716,560.00</b>	<b>733,135.06</b>	
100.	2200.	51500	PERS	6,160.00	1,000.71	
100.	2200.	51540	Fire Pension-Current Liability (Net \$, See 291 Fund)	94,830.00	74,436.20	
291.	2200.	51540	Fire Pension-Current Liability (Net \$, See 100 Fund)	42,200.00	43,016.82	
100.	2200.	51560	Social Security	7,520.00	9,580.81	
100.	2200.	51600	Worker's Compensation	21,490.00	13,605.28	
100.	2200.	51700	Medicare-City Share	9,690.00	10,375.98	
100.	2200.	51710	Hospitalization Insurance	92,660.00	83,851.76	
100.	2200.	51750	Life Insurance	490.00	351.48	
100.	2200.	51900	Unemployment Compensation	0.00	546.37	
			<b>Sub-Total Fringe Benefits</b>	<b>275,040.00</b>	<b>236,765.41</b>	
			<b>Total Personal Services</b>	<b>991,600.00</b>	<b>969,900.47</b>	
			<b>Other:</b>			
100.	2200.	52000	Travel, Training and Education	15,000.00	11,950.90	
210.	2200.	52000	Travel, Training and Education	14,000.00	10,540.80	
100.	2200.	52010	Memberships and Dues	1,800.00	938.95	
100.	2200.	53110	Utilities-Electric	22,000.00	19,826.34	
100.	2200.	53111	Utilities-Natural Gas	2,500.00	135.97	
100.	2200.	53113	Utilities-Water and Sewer	6,000.00	5,829.00	
100.	2200.	53114	Utilities-Telephone	4,340.00	2,298.25	
100.	2200.	53115	Utilities-Cable Modem	350.00	52.47	
100.	2200.	53200	Service Contracts-Communications	10,000.00	5,820.99	
100.	2200.	53300	Service Fees-Professional	17,500.00	24,319.91	
210.	2200.	53300	Service Fees-Professional	34,000.00	29,397.35	
210.	2200.	53430	Contracts-Townships EMS Revenues	50,000.00	48,031.05	
100.	2200.	53510	Contract Maintenance-Vehicles	15,000.00	3,633.88	
210.	2200.	53510	Contract Maintenance-Vehicles	5,000.00	1,792.00	
100.	2200.	53520	Contract Maintenance-Equipment	7,000.00	5,181.50	
210.	2200.	53520	Contract Maintenance-Equipment	11,000.00	6,641.88	
100.	2200.	53610	Contract Maintenance-Buildings & Structures	15,000.00	9,581.82	
100.	2200.	53700	Insurance and Bonding	2,670.00	2,501.14	
100.	2200.	53710	Insurance Claims-Deductible	0.00	0.00	
100.	2200.	54100	Supplies-Office	2,500.00	3,380.11	
100.	2200.	54110	Supplies-Postage and Delivery Charges	500.00	211.73	
100.	2200.	54200	Supplies-Operating	5,000.00	2,860.63	
210.	2200.	54200	Supplies-Operating	31,000.00	26,360.14	
100.	2200.	54220	Supplies-Fire Prevention	3,000.00	339.00	
210.	2200.	54225	Supplies-EMS Durable Equipment	2,500.00	1,819.50	
100.	2200.	54230	Supplies-Gasoline & Deisel Fuels	22,950.00	13,635.64	
100.	2200.	54240	Supplies-Chemicals	4,500.00	2,672.16	
100.	2200.	54300	Supplies-Vehicle Parts & Supplies	4,500.00	5,457.51	
210.	2200.	54300	Supplies-Vehicle Parts & Supplies	4,000.00	2,548.58	
			<b>Fire Expenses - Continued Next Page</b>			



<b>2017 FIRE &amp; EMS PROJECTED CONTRACTS WITH TOWNSHIPS &amp; HC S.AMB.DISTRICT</b>						
<b>USING - 2016 ACTUAL EXPENSES &amp; REVENUES for FIRE &amp; EMS CONTRACT DETERMINATION</b>						
<b>= ACCOUNT NO. # =</b>			<b>COST CENTER, CATEGORY</b>	<b>2016</b>	<b>2016</b>	<b>2017 CONTRACT</b>
<b>FUND</b>	<b>DEPT</b>	<b>ACCT</b>	<b>ACCOUNT DESCRIPTION</b>	<b>APPROVED</b>	<b>ACTUAL</b>	<b>Quarterly</b>
			<b>No/CO = No Prior Year Carryover In Totals-&gt;</b>	<b>BUDGET</b>	<b>EXPENSES</b>	<b>Payments</b>
			Fire Expenses - Continued			
100.	2200.	54500	Supplies-Other Equipment	3,500.00	1,532.15	
100.	2200.	54700	Supplies-Small Tools	4,000.00	1,840.05	
100.	2200.	54800	Supplies-Uniforms	11,000.00	6,685.33	
210.	2200.	59000	Refunds- Miscellaneous	2,000.00	3,449.40	
100.	9800.	59130	Reimburse-Shared Expense (Township Contracts)	7,500.00	7,500.00	
			Sub-Total Operating Expenses	341,610.00	268,766.13	
			<b>Major Large Equipment Capital Items:</b>			
			<b>(Part of Annual Fixed Allocation):</b>			
242.	2200.	57000	Machinery and Equipment (Major Capital Items)	0.00	0.00	
			(2017 Items: Fire Vch.(807) \$55,000; Fire Vch.(806) \$45,000)			
242.	2200.	43000	Less: Rev.Offset - Grants, Donations, Etc.	0.00	0.00	
			Net Machinery & Equipment Costs-Major Capital Items	0.00	0.00	
			<b>Other Capital Items (Not Annually Allocated):</b>			
210.	2200.	57000	Machinery and Equipment	4,000.00	2,856.62	
242.	2200.	57000	Machinery and Equipment	16,000.00	10,041.00	
242.	2200.	57200	Buildings and Improvements	0.00	0.00	
400.	2200.	57000	Machinery and Equipment	15,000.00	73,284.86	
400.	2200.	57200	Buildings and Improvements	50,000.00	6,566.96	
			Sub-Total Capital Imp.(Less Grants on Major Items )	85,000.00	92,749.44	
			<b>Total Other</b>	<b>426,610.00</b>	<b>361,515.57</b>	
			<b>Total-2200 Fire &amp; EMS/Safety Services</b>			
			<b>All Operating and Capital Expenditures</b>	<b>1,418,210.00</b>	<b>1,331,416.04</b>	
				=====	=====	
			<b>EXPENDITURE ADJUSTMENTS:</b>			
242.	2200.	57000	LESS: Net Major Cap.Exp.By Year in 242 Fd.(Large Eq.)	0.00	0.00	
210.	2200.	53430	LESS: Township EMS Revenue Payments	-50,000.00	-48,031.05	
			LESS: Non-EMS Adjustments	0.00	0.00	
			ADD: Annualized Capital Fixed Amt.(Large Equip.)	90,000.00	90,000.00	
			Sub-Total Expense Adjustments	40,000.00	41,968.95	
			<b>Net Allocated Expenses Per Contract</b>	<b>1,458,210.00</b>	<b>1,373,384.99</b>	
			<b>REVENUE ADJUSTMENTS (Not Previously Listed):</b>			
100.	2200.	44350 }->	LESS: Donations in 100 General Fund	0.00	-225.00	
100.	2200.	47010 }->	LESS: Misc.Fire Revenue in 100 General Fund	-2,500.00	-10,613.40	
100.	0000.	49650 }->	LESS: Reimb.Fire 180 kWh Tax Fd.to 100 Gen.Fd.	-28,000.00	-25,655.34	
210.	2200.	43100 }->	LESS: State Grants in 210 EMS Transport Fund	-3,000.00	0.00	
210.	2200.	44350 }->	LESS: Donations in 210 EMS Transport Fund	0.00	0.00	
242.	2200.	43100 }->	LESS: State Grants in 242 Fire Equip.Fund	0.00	0.00	
242.	2200.	44350 }->	LESS: Donations in 242 Fire Equip.Fund	0.00	0.00	
242.	0000.	47200 }->	LESS: Interest Posted to the 242 Fire Equip.Fund	-2,870.00	-4,751.32	
242.	0000.	49000 }->	LESS: Sale of Assets in the 242 Fire Equip.Fund	0.00	0.00	
400.	2200.	44351 }->	LESS: Donations in 400 CIP Fund	0.00	-24,689.60	
400.	2200.	47010 }->	LESS: Misc.Fire Revenue in 400 CIP Fund	0.00	0.00	
			Sub-Total Revenue Adjustments	-36,370.00	-65,934.66	
			<b>* NET FIRE &amp; EMS EXPENDITURES for CONTRACT BILLING</b>	<b>1,421,840.00</b>	<b>1,307,450.33</b>	
				=====	=====	

2017 FIRE & EMS PROJECTED CONTRACTS WITH TOWNSHIPS & HC S.AMB.DISTRICT					
USING - 2016 ACTUAL EXPENSES & REVENUES for FIRE & EMS CONTRACT DETERMINATION					
= ACCOUNT NO. # =		COST CENTER, CATEGORY	2016	2016	2017 CONTRACT
FUND DEPT	ACCT	ACCOUNT DESCRIPTION	APPROVED	ACTUAL	Quarterly
		No/CO = No Prior Year Carryover In Totals->	BUDGET	EXPENSES	Payments
	<u>DIST%</u>	ALLOCATED COSTS BY ENTITY			
		=====	44.18%	44.18%	
	100.00%	FIRE COSTS ALLOCATED AT (44.18%)	628,168.91	577,631.56	
		ENTITY	=====	=====	
	75.68%	City of Napoleon	475,398.23	437,151.56	
	1.68%	Freedom Township	10,553.24	9,704.21	
	13.15%	Napoleon Township (w/Sec.30 & 31)	82,604.21	75,958.55	
	9.49%	Harrison Township	59,613.23	54,817.24	
		Verification Totals->	628,168.91	577,631.56	
			55.82%	55.82%	
	100.00%	EMS COSTS ALLOCATED AT (55.82%)	793,671.09	729,818.77	
		ENTITY	=====	=====	
	79.13%	City of Napoleon	628,031.94	577,505.60	
	1.44%	Henry Co.South Amb.Dist. (Frmly.Flatrock Twn.)	11,428.86	10,509.39	
	1.64%	Freedom Township	13,016.21	11,969.03	
	11.96%	Napoleon Township (w/Sec.30 & 31)	94,923.06	87,286.32	
	5.83%	Harrison Township	46,271.02	42,548.43	
		Verification Totals->	793,671.09	729,818.77	
		*****			
	100.00%	NET - TOTAL SHARED COST OVERALL (100.00%)	1,421,840.00	1,307,450.33	
		ENTITY	=====	=====	
	77.6058%	City of Napoleon (Includes Henry Co. Hospital)	1,103,430.17	1,014,657.16	
		Net Shared Costs Allocated to Contracts->	318,409.83	292,793.17	
					2016 Act/ 4
	0.8038%	Henry Co.South Amb.Dist. (Frmly.Flatrock Twn.)	11,428.86	10,509.39	2,627.35
	1.6577%	Freedom Township	23,569.45	21,673.24	5,418.31
	12.4857%	Napoleon Township (w/Sec.30 & 31)	177,527.27	163,244.87	40,811.22
	7.4470%	Harrison Township	105,884.25	97,365.67	24,341.42
		Sub-Total - Townships & HC S.Amb. Dist.	318,409.83	292,793.17	73,198.30
					=====
	100.00%	Totals	1,421,840.00	1,307,450.33	
			=====	=====	
		CAPITAL REVENUE ALLOCATION FOR TOWNSHIPS			
		Total Annual Capital Per Agreement	90,000.00	90,000.00	
			=====	=====	
	80.00%	City Share of Annual Capital Per Agreement	72,000.00	72,000.00	
	20.00%	Net Township Share of Annual Capital Per Agreement	18,000.00	18,000.00	
	100.00%				
		TOWNSHIP ALLOCATION OF NET CAPITAL	18,000.00	18,000.00	
		(Based on % Of Net Shared Cost to Township)	=====	=====	
	3.59%	Henry Co.South Amb.Dist. (Frmly.Flatrock Twn.)	646.20	646.20	
	7.41%	Freedom Township	1,333.80	1,333.80	
	55.75%	Napoleon Township	10,035.00	10,035.00	
	33.25%	Harrison Township	5,985.00	5,985.00	
	100.00%	(Revenue Amount Allocated to 242 Fire Eq. Fund)	18,000.00	18,000.00	
			=====	=====	

## ***Fire and Emergency Medical Service Contract***

**City of Napoleon, Ohio  
with  
Freedom Township, Henry County, Ohio  
From April 1, 2017 to March 31, 2018**

***Whereas***, the City of Napoleon and Freedom 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 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 twelve (12) months shall be: \$21,673.24 commencing with the April 1st, 2017 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, 2017 at 12:01 a.m. and ending on March 31, 2018 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 ninety (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 five percent (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, 2016.

(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:***

\_\_\_\_\_  
Joel L. Mazur, City Manager  
Resolution No. 009-17

\_\_\_\_\_  
Date

***Attest to authenticity:***

\_\_\_\_\_  
Gregory Heath, City Finance Director

\_\_\_\_\_  
Date

***Approved as to form and correctness:***

\_\_\_\_\_  
Billy D. Harmon, 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, 2017, 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 "The AccuMed Group, Riverview, Michigan".
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.

<b>2017 FIRE &amp; EMS PROJECTED CONTRACTS WITH TOWNSHIPS &amp; HC S.AMB.DISTRICT</b>						
<b>USING - 2016 ACTUAL EXPENSES &amp; REVENUES for FIRE &amp; EMS CONTRACT DETERMINATION</b>						
<b>= ACCOUNT NO. # =</b>			<b>COST CENTER, CATEGORY</b>	<b>2016</b>	<b>2016</b>	<b>2017 CONTRACT</b>
<b>FUND</b>	<b>DEPT</b>	<b>ACCT</b>	<b>ACCOUNT DESCRIPTION</b>	<b>APPROVED</b>	<b>ACTUAL</b>	<b>Quarterly</b>
			<b>No/CO = No Prior Year Carryover In Totals-&gt;</b>	<b>BUDGET</b>	<b>EXPENSES</b>	<b>Payments</b>
			<b>2200 FIRE &amp; EMS/SAFETY SERVICES</b>			
			<b>Personal Services:</b>			
100.	2200.	51100	Salary-Non Bargaining	196,610.00	182,580.86	
100.	2200.	51101	Salary-Non Bargaining-Overtime	15,000.00	0.00	
100.	2200.	51400	Salary-Fire Fulltime	391,220.00	317,638.00	
100.	2200.	51401	Salary-Fire Fulltime-Overtime	16,000.00	71,548.18	
100.	2200.	51410	Salary-Fire Partime	53,680.00	137,134.44	
100.	2200.	51420	Salary-EMT Partime	44,050.00	24,233.58	
			<b>Sub-Total Salary and Wages</b>	<b>716,560.00</b>	<b>733,135.06</b>	
100.	2200.	51500	PERS	6,160.00	1,000.71	
100.	2200.	51540	Fire Pension-Current Liability (Net \$, See 291 Fund)	94,830.00	74,436.20	
291.	2200.	51540	Fire Pension-Current Liability (Net \$, See 100 Fund)	42,200.00	43,016.82	
100.	2200.	51560	Social Security	7,520.00	9,580.81	
100.	2200.	51600	Worker's Compensation	21,490.00	13,605.28	
100.	2200.	51700	Medicare-City Share	9,690.00	10,375.98	
100.	2200.	51710	Hospitalization Insurance	92,660.00	83,851.76	
100.	2200.	51750	Life Insurance	490.00	351.48	
100.	2200.	51900	Unemployment Compensation	0.00	546.37	
			<b>Sub-Total Fringe Benefits</b>	<b>275,040.00</b>	<b>236,765.41</b>	
			<b>Total Personal Services</b>	<b>991,600.00</b>	<b>969,900.47</b>	
			<b>Other:</b>			
100.	2200.	52000	Travel, Training and Education	15,000.00	11,950.90	
210.	2200.	52000	Travel, Training and Education	14,000.00	10,540.80	
100.	2200.	52010	Memberships and Dues	1,800.00	938.95	
100.	2200.	53110	Utilities-Electric	22,000.00	19,826.34	
100.	2200.	53111	Utilities-Natural Gas	2,500.00	135.97	
100.	2200.	53113	Utilities-Water and Sewer	6,000.00	5,829.00	
100.	2200.	53114	Utilities-Telephone	4,340.00	2,298.25	
100.	2200.	53115	Utilities-Cable Modem	350.00	52.47	
100.	2200.	53200	Service Contracts-Communications	10,000.00	5,820.99	
100.	2200.	53300	Service Fees-Professional	17,500.00	24,319.91	
210.	2200.	53300	Service Fees-Professional	34,000.00	29,397.35	
210.	2200.	53430	Contracts-Townships EMS Revenues	50,000.00	48,031.05	
100.	2200.	53510	Contract Maintenance-Vehicles	15,000.00	3,633.88	
210.	2200.	53510	Contract Maintenance-Vehicles	5,000.00	1,792.00	
100.	2200.	53520	Contract Maintenance-Equipment	7,000.00	5,181.50	
210.	2200.	53520	Contract Maintenance-Equipment	11,000.00	6,641.88	
100.	2200.	53610	Contract Maintenance-Buildings & Structures	15,000.00	9,581.82	
100.	2200.	53700	Insurance and Bonding	2,670.00	2,501.14	
100.	2200.	53710	Insurance Claims-Deductible	0.00	0.00	
100.	2200.	54100	Supplies-Office	2,500.00	3,380.11	
100.	2200.	54110	Supplies-Postage and Delivery Charges	500.00	211.73	
100.	2200.	54200	Supplies-Operating	5,000.00	2,860.63	
210.	2200.	54200	Supplies-Operating	31,000.00	26,360.14	
100.	2200.	54220	Supplies-Fire Prevention	3,000.00	339.00	
210.	2200.	54225	Supplies-EMS Durable Equipment	2,500.00	1,819.50	
100.	2200.	54230	Supplies-Gasoline & Deisel Fuels	22,950.00	13,635.64	
100.	2200.	54240	Supplies-Chemicals	4,500.00	2,672.16	
100.	2200.	54300	Supplies-Vehicle Parts & Supplies	4,500.00	5,457.51	
210.	2200.	54300	Supplies-Vehicle Parts & Supplies	4,000.00	2,548.58	
			<b>Fire Expenses - Continued Next Page</b>			



<b>2017 FIRE &amp; EMS PROJECTED CONTRACTS WITH TOWNSHIPS &amp; HC S.AMB.DISTRICT</b>						
<b>USING - 2016 ACTUAL EXPENSES &amp; REVENUES for FIRE &amp; EMS CONTRACT DETERMINATION</b>						
<b>= ACCOUNT NO. # =</b>			<b>COST CENTER, CATEGORY</b>	<b>2016</b>	<b>2016</b>	<b>2017 CONTRACT</b>
<b>FUND</b>	<b>DEPT</b>	<b>ACCT</b>	<b>ACCOUNT DESCRIPTION</b>	<b>APPROVED</b>	<b>ACTUAL</b>	<b>Quarterly</b>
			<b>No/CO = No Prior Year Carryover In Totals-&gt;</b>	<b>BUDGET</b>	<b>EXPENSES</b>	<b>Payments</b>
			Fire Expenses - Continued			
100.	2200.	54500	Supplies-Other Equipment	3,500.00	1,532.15	
100.	2200.	54700	Supplies-Small Tools	4,000.00	1,840.05	
100.	2200.	54800	Supplies-Uniforms	11,000.00	6,685.33	
210.	2200.	59000	Refunds- Miscellaneous	2,000.00	3,449.40	
100.	9800.	59130	Reimburse-Shared Expense (Township Contracts)	7,500.00	7,500.00	
			Sub-Total Operating Expenses	341,610.00	268,766.13	
			<b>Major Large Equipment Capital Items:</b>			
			<b>(Part of Annual Fixed Allocation):</b>			
242.	2200.	57000	Machinery and Equipment (Major Capital Items)	0.00	0.00	
			(2017 Items: Fire Vch.(807) \$55,000; Fire Vch.(806) \$45,000)			
242.	2200.	43000	Less: Rev.Offset - Grants, Donations, Etc.	0.00	0.00	
			Net Machinery & Equipment Costs-Major Capital Items	0.00	0.00	
			<b>Other Capital Items (Not Annually Allocated):</b>			
210.	2200.	57000	Machinery and Equipment	4,000.00	2,856.62	
242.	2200.	57000	Machinery and Equipment	16,000.00	10,041.00	
242.	2200.	57200	Buildings and Improvements	0.00	0.00	
400.	2200.	57000	Machinery and Equipment	15,000.00	73,284.86	
400.	2200.	57200	Buildings and Improvements	50,000.00	6,566.96	
			Sub-Total Capital Imp.(Less Grants on Major Items )	85,000.00	92,749.44	
			<b>Total Other</b>	<b>426,610.00</b>	<b>361,515.57</b>	
			<b>Total-2200 Fire &amp; EMS/Safety Services</b>			
			<b>All Operating and Capital Expenditures</b>	<b>1,418,210.00</b>	<b>1,331,416.04</b>	
				=====	=====	
			<b>EXPENDITURE ADJUSTMENTS:</b>			
242.	2200.	57000	LESS: Net Major Cap.Exp.By Year in 242 Fd.(Large Eq.)	0.00	0.00	
210.	2200.	53430	LESS: Township EMS Revenue Payments	-50,000.00	-48,031.05	
			LESS: Non-EMS Adjustments	0.00	0.00	
			ADD: Annualized Capital Fixed Amt.(Large Equip.)	90,000.00	90,000.00	
			Sub-Total Expense Adjustments	40,000.00	41,968.95	
			<b>Net Allocated Expenses Per Contract</b>	<b>1,458,210.00</b>	<b>1,373,384.99</b>	
			<b>REVENUE ADJUSTMENTS (Not Previously Listed):</b>			
100.	2200.	44350 }->	LESS: Donations in 100 General Fund	0.00	-225.00	
100.	2200.	47010 }->	LESS: Misc.Fire Revenue in 100 General Fund	-2,500.00	-10,613.40	
100.	0000.	49650 }->	LESS: Reimb.Fire 180 kWh Tax Fd.to 100 Gen.Fd.	-28,000.00	-25,655.34	
210.	2200.	43100 }->	LESS: State Grants in 210 EMS Transport Fund	-3,000.00	0.00	
210.	2200.	44350 }->	LESS: Donations in 210 EMS Transport Fund	0.00	0.00	
242.	2200.	43100 }->	LESS: State Grants in 242 Fire Equip.Fund	0.00	0.00	
242.	2200.	44350 }->	LESS: Donations in 242 Fire Equip.Fund	0.00	0.00	
242.	0000.	47200 }->	LESS: Interest Posted to the 242 Fire Equip.Fund	-2,870.00	-4,751.32	
242.	0000.	49000 }->	LESS: Sale of Assets in the 242 Fire Equip.Fund	0.00	0.00	
400.	2200.	44351 }->	LESS: Donations in 400 CIP Fund	0.00	-24,689.60	
400.	2200.	47010 }->	LESS: Misc.Fire Revenue in 400 CIP Fund	0.00	0.00	
			Sub-Total Revenue Adjustments	-36,370.00	-65,934.66	
			<b>* NET FIRE &amp; EMS EXPENDITURES for CONTRACT BILLING</b>	<b>1,421,840.00</b>	<b>1,307,450.33</b>	
				=====	=====	

2017 FIRE & EMS PROJECTED CONTRACTS WITH TOWNSHIPS & HC S.AMB.DISTRICT					
USING - 2016 ACTUAL EXPENSES & REVENUES for FIRE & EMS CONTRACT DETERMINATION					
= ACCOUNT NO. # =		COST CENTER, CATEGORY	2016	2016	2017 CONTRACT
FUND DEPT	ACCT	ACCOUNT DESCRIPTION	APPROVED	ACTUAL	Quarterly
		No/CO = No Prior Year Carryover In Totals->	BUDGET	EXPENSES	Payments
	<u>DIST%</u>	ALLOCATED COSTS BY ENTITY			
		=====	44.18%	44.18%	
	100.00%	FIRE COSTS ALLOCATED AT (44.18%)	628,168.91	577,631.56	
		ENTITY	=====	=====	
	75.68%	City of Napoleon	475,398.23	437,151.56	
	1.68%	Freedom Township	10,553.24	9,704.21	
	13.15%	Napoleon Township (w/Sec.30 & 31)	82,604.21	75,958.55	
	9.49%	Harrison Township	59,613.23	54,817.24	
		Verification Totals->	628,168.91	577,631.56	
			55.82%	55.82%	
	100.00%	EMS COSTS ALLOCATED AT (55.82%)	793,671.09	729,818.77	
		ENTITY	=====	=====	
	79.13%	City of Napoleon	628,031.94	577,505.60	
	1.44%	Henry Co.South Amb.Dist. (Frmly.Flatrock Twn.)	11,428.86	10,509.39	
	1.64%	Freedom Township	13,016.21	11,969.03	
	11.96%	Napoleon Township (w/Sec.30 & 31)	94,923.06	87,286.32	
	5.83%	Harrison Township	46,271.02	42,548.43	
		Verification Totals->	793,671.09	729,818.77	
		*****			
	100.00%	NET - TOTAL SHARED COST OVERALL (100.00%)	1,421,840.00	1,307,450.33	
		ENTITY	=====	=====	
	77.6058%	City of Napoleon (Includes Henry Co. Hospital)	1,103,430.17	1,014,657.16	
		Net Shared Costs Allocated to Contracts->	318,409.83	292,793.17	
					2016 Act/ 4
	0.8038%	Henry Co.South Amb.Dist. (Frmly.Flatrock Twn.)	11,428.86	10,509.39	2,627.35
	1.6577%	Freedom Township	23,569.45	21,673.24	5,418.31
	12.4857%	Napoleon Township (w/Sec.30 & 31)	177,527.27	163,244.87	40,811.22
	7.4470%	Harrison Township	105,884.25	97,365.67	24,341.42
		Sub-Total - Townships & HC S.Amb. Dist.	318,409.83	292,793.17	73,198.30
					=====
	100.00%	Totals	1,421,840.00	1,307,450.33	
			=====	=====	
		CAPITAL REVENUE ALLOCATION FOR TOWNSHIPS			
		Total Annual Capital Per Agreement	90,000.00	90,000.00	
			=====	=====	
	80.00%	City Share of Annual Capital Per Agreement	72,000.00	72,000.00	
	20.00%	Net Township Share of Annual Capital Per Agreement	18,000.00	18,000.00	
	100.00%				
		TOWNSHIP ALLOCATION OF NET CAPITAL	18,000.00	18,000.00	
		(Based on % Of Net Shared Cost to Township)	=====	=====	
	3.59%	Henry Co.South Amb.Dist. (Frmly.Flatrock Twn.)	646.20	646.20	
	7.41%	Freedom Township	1,333.80	1,333.80	
	55.75%	Napoleon Township	10,035.00	10,035.00	
	33.25%	Harrison Township	5,985.00	5,985.00	
	100.00%	(Revenue Amount Allocated to 242 Fire Eq. Fund)	18,000.00	18,000.00	
			=====	=====	

## ***Emergency Medical Service Contract***

**City of Napoleon, Ohio  
With**

**Henry County South Joint Ambulance District, Henry County, Ohio  
From April 1, 2017 to March 31, 2018**

**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 twelve (12) months shall be: \$10,509.29 commencing with the April 1st, 2017 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, 2017 at 12:01 a.m. and ending on March 31, 2018 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 ninety (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 five percent (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, 2016.

(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:***

---

Joel L. Mazur, City Manager  
Resolution No. 009-17

---

Date



*Attest to authenticity:*

\_\_\_\_\_  
Gregory Heath, Finance Director

\_\_\_\_\_  
Date

*Approved as to form and correctness:*

\_\_\_\_\_  
Billy D. Harmon, City Law Director

\_\_\_\_\_  
Date

**Henry County South Joint Ambulance District:**

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Date

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Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
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, 2017, 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 "The AccuMed Group, Riverview, Michigan".
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.

<b>2017 FIRE &amp; EMS PROJECTED CONTRACTS WITH TOWNSHIPS &amp; HC S.AMB.DISTRICT</b>						
<b>USING - 2016 ACTUAL EXPENSES &amp; REVENUES for FIRE &amp; EMS CONTRACT DETERMINATION</b>						
<b>= ACCOUNT NO. # =</b>			<b>COST CENTER, CATEGORY</b>	<b>2016</b>	<b>2016</b>	<b>2017 CONTRACT</b>
<b>FUND</b>	<b>DEPT</b>	<b>ACCT</b>	<b>ACCOUNT DESCRIPTION</b>	<b>APPROVED</b>	<b>ACTUAL</b>	<b>Quarterly</b>
			<b>No/CO = No Prior Year Carryover In Totals-&gt;</b>	<b>BUDGET</b>	<b>EXPENSES</b>	<b>Payments</b>
			<b>2200 FIRE &amp; EMS/SAFETY SERVICES</b>			
			<b>Personal Services:</b>			
100.	2200.	51100	Salary-Non Bargaining	196,610.00	182,580.86	
100.	2200.	51101	Salary-Non Bargaining-Overtime	15,000.00	0.00	
100.	2200.	51400	Salary-Fire Fulltime	391,220.00	317,638.00	
100.	2200.	51401	Salary-Fire Fulltime-Overtime	16,000.00	71,548.18	
100.	2200.	51410	Salary-Fire Partime	53,680.00	137,134.44	
100.	2200.	51420	Salary-EMT Partime	44,050.00	24,233.58	
			<b>Sub-Total Salary and Wages</b>	<b>716,560.00</b>	<b>733,135.06</b>	
100.	2200.	51500	PERS	6,160.00	1,000.71	
100.	2200.	51540	Fire Pension-Current Liability (Net \$, See 291 Fund)	94,830.00	74,436.20	
291.	2200.	51540	Fire Pension-Current Liability (Net \$, See 100 Fund)	42,200.00	43,016.82	
100.	2200.	51560	Social Security	7,520.00	9,580.81	
100.	2200.	51600	Worker's Compensation	21,490.00	13,605.28	
100.	2200.	51700	Medicare-City Share	9,690.00	10,375.98	
100.	2200.	51710	Hospitalization Insurance	92,660.00	83,851.76	
100.	2200.	51750	Life Insurance	490.00	351.48	
100.	2200.	51900	Unemployment Compensation	0.00	546.37	
			<b>Sub-Total Fringe Benefits</b>	<b>275,040.00</b>	<b>236,765.41</b>	
			<b>Total Personal Services</b>	<b>991,600.00</b>	<b>969,900.47</b>	
			<b>Other:</b>			
100.	2200.	52000	Travel, Training and Education	15,000.00	11,950.90	
210.	2200.	52000	Travel, Training and Education	14,000.00	10,540.80	
100.	2200.	52010	Memberships and Dues	1,800.00	938.95	
100.	2200.	53110	Utilities-Electric	22,000.00	19,826.34	
100.	2200.	53111	Utilities-Natural Gas	2,500.00	135.97	
100.	2200.	53113	Utilities-Water and Sewer	6,000.00	5,829.00	
100.	2200.	53114	Utilities-Telephone	4,340.00	2,298.25	
100.	2200.	53115	Utilities-Cable Modem	350.00	52.47	
100.	2200.	53200	Service Contracts-Communications	10,000.00	5,820.99	
100.	2200.	53300	Service Fees-Professional	17,500.00	24,319.91	
210.	2200.	53300	Service Fees-Professional	34,000.00	29,397.35	
210.	2200.	53430	Contracts-Townships EMS Revenues	50,000.00	48,031.05	
100.	2200.	53510	Contract Maintenance-Vehicles	15,000.00	3,633.88	
210.	2200.	53510	Contract Maintenance-Vehicles	5,000.00	1,792.00	
100.	2200.	53520	Contract Maintenance-Equipment	7,000.00	5,181.50	
210.	2200.	53520	Contract Maintenance-Equipment	11,000.00	6,641.88	
100.	2200.	53610	Contract Maintenance-Buildings & Structures	15,000.00	9,581.82	
100.	2200.	53700	Insurance and Bonding	2,670.00	2,501.14	
100.	2200.	53710	Insurance Claims-Deductible	0.00	0.00	
100.	2200.	54100	Supplies-Office	2,500.00	3,380.11	
100.	2200.	54110	Supplies-Postage and Delivery Charges	500.00	211.73	
100.	2200.	54200	Supplies-Operating	5,000.00	2,860.63	
210.	2200.	54200	Supplies-Operating	31,000.00	26,360.14	
100.	2200.	54220	Supplies-Fire Prevention	3,000.00	339.00	
210.	2200.	54225	Supplies-EMS Durable Equipment	2,500.00	1,819.50	
100.	2200.	54230	Supplies-Gasoline & Deisel Fuels	22,950.00	13,635.64	
100.	2200.	54240	Supplies-Chemicals	4,500.00	2,672.16	
100.	2200.	54300	Supplies-Vehicle Parts & Supplies	4,500.00	5,457.51	
210.	2200.	54300	Supplies-Vehicle Parts & Supplies	4,000.00	2,548.58	
			<b>Fire Expenses - Continued Next Page</b>			



<b>2017 FIRE &amp; EMS PROJECTED CONTRACTS WITH TOWNSHIPS &amp; HC S.AMB.DISTRICT</b>						
<b>USING - 2016 ACTUAL EXPENSES &amp; REVENUES for FIRE &amp; EMS CONTRACT DETERMINATION</b>						
<b>= ACCOUNT NO. # =</b>			<b>COST CENTER, CATEGORY</b>	<b>2016</b>	<b>2016</b>	<b>2017 CONTRACT</b>
<b>FUND</b>	<b>DEPT</b>	<b>ACCT</b>	<b>ACCOUNT DESCRIPTION</b>	<b>APPROVED</b>	<b>ACTUAL</b>	<b>Quarterly</b>
			<b>No/CO = No Prior Year Carryover In Totals-&gt;</b>	<b>BUDGET</b>	<b>EXPENSES</b>	<b>Payments</b>
			Fire Expenses - Continued			
100.	2200.	54500	Supplies-Other Equipment	3,500.00	1,532.15	
100.	2200.	54700	Supplies-Small Tools	4,000.00	1,840.05	
100.	2200.	54800	Supplies-Uniforms	11,000.00	6,685.33	
210.	2200.	59000	Refunds- Miscellaneous	2,000.00	3,449.40	
100.	9800.	59130	Reimburse-Shared Expense (Township Contracts)	7,500.00	7,500.00	
			Sub-Total Operating Expenses	341,610.00	268,766.13	
			<b>Major Large Equipment Capital Items:</b>			
			<b>(Part of Annual Fixed Allocation):</b>			
242.	2200.	57000	Machinery and Equipment (Major Capital Items)	0.00	0.00	
			(2017 Items: Fire Vch.(807) \$55,000; Fire Vch.(806) \$45,000)			
242.	2200.	43000	Less: Rev.Offset - Grants, Donations, Etc.	0.00	0.00	
			Net Machinery & Equipment Costs-Major Capital Items	0.00	0.00	
			<b>Other Capital Items (Not Annually Allocated):</b>			
210.	2200.	57000	Machinery and Equipment	4,000.00	2,856.62	
242.	2200.	57000	Machinery and Equipment	16,000.00	10,041.00	
242.	2200.	57200	Buildings and Improvements	0.00	0.00	
400.	2200.	57000	Machinery and Equipment	15,000.00	73,284.86	
400.	2200.	57200	Buildings and Improvements	50,000.00	6,566.96	
			Sub-Total Capital Imp.(Less Grants on Major Items )	85,000.00	92,749.44	
			<b>Total Other</b>	<b>426,610.00</b>	<b>361,515.57</b>	
			<b>Total-2200 Fire &amp; EMS/Safety Services</b>			
			<b>All Operating and Capital Expenditures</b>	<b>1,418,210.00</b>	<b>1,331,416.04</b>	
				=====	=====	
			<b>EXPENDITURE ADJUSTMENTS:</b>			
242.	2200.	57000	LESS: Net Major Cap.Exp.By Year in 242 Fd.(Large Eq.)	0.00	0.00	
210.	2200.	53430	LESS: Township EMS Revenue Payments	-50,000.00	-48,031.05	
			LESS: Non-EMS Adjustments	0.00	0.00	
			ADD: Annualized Capital Fixed Amt.(Large Equip.)	90,000.00	90,000.00	
			Sub-Total Expense Adjustments	40,000.00	41,968.95	
			<b>Net Allocated Expenses Per Contract</b>	<b>1,458,210.00</b>	<b>1,373,384.99</b>	
			<b>REVENUE ADJUSTMENTS (Not Previously Listed):</b>			
100.	2200.	44350 }->	LESS: Donations in 100 General Fund	0.00	-225.00	
100.	2200.	47010 }->	LESS: Misc.Fire Revenue in 100 General Fund	-2,500.00	-10,613.40	
100.	0000.	49650 }->	LESS: Reimb.Fire 180 kWh Tax Fd.to 100 Gen.Fd.	-28,000.00	-25,655.34	
210.	2200.	43100 }->	LESS: State Grants in 210 EMS Transport Fund	-3,000.00	0.00	
210.	2200.	44350 }->	LESS: Donations in 210 EMS Transport Fund	0.00	0.00	
242.	2200.	43100 }->	LESS: State Grants in 242 Fire Equip.Fund	0.00	0.00	
242.	2200.	44350 }->	LESS: Donations in 242 Fire Equip.Fund	0.00	0.00	
242.	0000.	47200 }->	LESS: Interest Posted to the 242 Fire Equip.Fund	-2,870.00	-4,751.32	
242.	0000.	49000 }->	LESS: Sale of Assets in the 242 Fire Equip.Fund	0.00	0.00	
400.	2200.	44351 }->	LESS: Donations in 400 CIP Fund	0.00	-24,689.60	
400.	2200.	47010 }->	LESS: Misc.Fire Revenue in 400 CIP Fund	0.00	0.00	
			Sub-Total Revenue Adjustments	-36,370.00	-65,934.66	
			<b>* NET FIRE &amp; EMS EXPENDITURES for CONTRACT BILLING</b>	<b>1,421,840.00</b>	<b>1,307,450.33</b>	
				=====	=====	

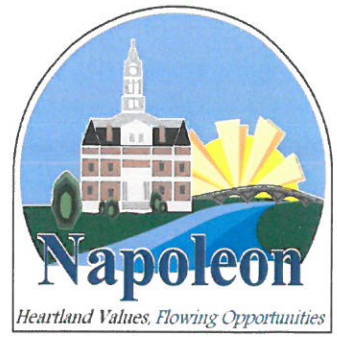
2017 FIRE & EMS PROJECTED CONTRACTS WITH TOWNSHIPS & HC S.AMB.DISTRICT						
USING - 2016 ACTUAL EXPENSES & REVENUES for FIRE & EMS CONTRACT DETERMINATION						
= ACCOUNT NO. # =			COST CENTER, CATEGORY	2016	2016	2017 CONTRACT
FUND	DEPT	ACCT	ACCOUNT DESCRIPTION	APPROVED	ACTUAL	Quarterly
No/CO = No Prior Year Carryover in Totals->				BUDGET	EXPENSES	Payments
		DIST%	ALLOCATED COSTS BY ENTITY			
			=====	44.18%	44.18%	
	100.00%		FIRE COSTS ALLOCATED AT (44.18%)	628,168.91	577,631.56	
			ENTITY	=====	=====	
	75.68%		City of Napoleon	475,398.23	437,151.56	
	1.68%		Freedom Township	10,553.24	9,704.21	
	13.15%		Napoleon Township (w/Sec.30 & 31)	82,604.21	75,958.55	
	9.49%		Harrison Township	59,613.23	54,817.24	
			Verification Totals->	628,168.91	577,631.56	
				55.82%	55.82%	
	100.00%		EMS COSTS ALLOCATED AT (55.82%)	793,671.09	729,818.77	
			ENTITY	=====	=====	
	79.13%		City of Napoleon	628,031.94	577,505.60	
	1.44%		Henry Co.South Amb.Dist. (Frmly.Flatrock Twn.)	11,428.86	10,509.39	
	1.64%		Freedom Township	13,016.21	11,969.03	
	11.96%		Napoleon Township (w/Sec.30 & 31)	94,923.06	87,286.32	
	5.83%		Harrison Township	46,271.02	42,548.43	
			Verification Totals->	793,671.09	729,818.77	
			*****	*****		
	100.00%		NET - TOTAL SHARED COST OVERALL (100.00%)	1,421,840.00	1,307,450.33	
			ENTITY	=====	=====	
	77.6058%		City of Napoleon (Includes Henry Co. Hospital)	1,103,430.17	1,014,657.16	
			Net Shared Costs Allocated to Contracts->	318,409.83	292,793.17	



# City of NAPOLEON - Electric Department

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

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



Electric Superintendent  
Dennis P. Clapp

Electric Construction  
Supervisor  
Greg Kuhlman

Distribution Services  
Supervisor  
Mike Dietrich

Substation Specialist  
Todd Wachtman

## Memorandum

**To:** Joel Mazur, City Manager  
**From:** Dennis P. Clapp, Electric Superintendent  
**Cc:** Mayor & City Council  
Greg Heath, Finance Director  
**Date:** March 10, 2017  
**Subject:** Purchase of New GMC Sierra 2500HD 4WD Double Cab 144.2" TK257 Pickup Truck

Please find in this packet to be presented to Council, the required documents for the purchase of a New GMC Sierra 2500HD 4WD Double Cab 144.2" TK257 Pickup Truck off of the State of Ohio, Department of Administrative Services Contract and Snyder Auto Group. The cost details for this purchase are as follows:

- Purchased under approved 2017 Budget
- Account # 503-6110-57000 – Machinery & Equipment
- Budgeted Amount: \$37,500.00
- Quoted Amount: State Bid: \$30,181.50  
Snyder Auto Group: \$31,514.60
- Vendor: State Bid and Snyder Auto Group

Approved  
JMC  
3/13/17

To: Joel Mazur, City Manager

From: Dennis P. Clapp/ Electric Distribution Superintendent

Date: March 10, 2017

Subject: Purchase of GMC Sierra 2500HD 4WD Double Cab 144.2" TK257 Pickup Truck

Please find in this packet to be presented to Council, the required documents for the purchase of a New GMC Sierra 2500HD 4WD Double Cab 144.2" TK257 Pickup Truck off the State of Ohio, Department of Administrative Services Contract and Snyder Auto Group. The cost details for this purchase are as follows:

- Purchased under approved 2017 Budget
- Account # 503-6110-57000 - Machinery & Equipment
- Budgeted Amount: \$ 37,500.00
- Quoted amounts: State Bid: \$30,181.50 and Snyder Auto Group: \$31,514.60
- Vendors: State Bid and Snyder Auto Group



\$ 39,927

- \$ 8,100

\$ 31,827

- \$ 312.40 NO BED LINER

\$ 31514.60

Prepared By:  
administrator  
Snyder Auto Group  
Napoleon, OH 43545  
Phone: (419) 599-1015

2017 Fleet/Non-Retail GMC Sierra 2500HD 4WD Double Cab 144.2" TK257

### SELECTED MODEL & OPTIONS

#### SELECTED MODEL - 2017 Fleet/Non-Retail TK25753 4WD Double Cab 144.2"

Code	Description	Dlr Net Inv	MSRP
TK25753	2017 GMC Sierra 2500HD 4WD Double Cab 144.2"	\$35,603.76	\$39,125.00

#### SELECTED VEHICLE COLORS - 2017 Fleet/Non-Retail TK25753 4WD Double Cab 144.2"

Code	Description
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

#### SELECTED OPTIONS - 2017 Fleet/Non-Retail TK25753 4WD Double Cab 144.2"

##### CATEGORY

Code	Description	Dlr Net Inv	MSRP
SUSPENSION PKG			
Z85	SUSPENSION PACKAGE, HANDLING/TRAILERING, HEAVY-DUTY includes 51mm twin tube shock absorbers and 33mm front stabilizer bar (STD)	\$0.00	\$0.00
EMISSIONS			
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00	\$0.00
ENGINE			
L96	ENGINE, VORTEC 6.0L VARIABLE VALVE TIMING V8 SFI, E85-COMPATIBLE, FLEXFUEL capable of running on unleaded or up to 85% ethanol (360 hp [268.4 kW] @ 5400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm (Does not include E85 capability with (ZW9) pickup box delete.) (STD)	\$0.00	\$0.00
TRANSMISSION			

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

Prepared By:  
 administrator  
 Snyder Auto Group  
 Napoleon, OH 43545  
 Phone: (419) 599-1015

## 2017 Fleet/Non-Retail GMC Sierra 2500HD 4WD Double Cab 144.2" TK257

### SELECTED MODEL & OPTIONS

#### SELECTED OPTIONS - 2017 Fleet/Non-Retail TK25753 4WD Double Cab 144.2"

<u>CATEGORY</u>				
<u>Code</u>	<u>Description</u>		<u>Dlr Net Inv</u>	<u>MSRP</u>
TRANSMISSION				
MYD	TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY, ELECTRONICALLY CONTROLLED with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Requires (L96) Vortec 6.0L V8 SFI engine.)		\$0.00	\$0.00
GVWR				
GEH	GVWR, 9500 LBS. (4309 KG) (Requires (L96) Vortec 6.0L V8 SFI engine. Not available with TK25943 or TC25903 model.) (STD)		\$0.00	\$0.00
AXLE				
GT5	REAR AXLE, 4.10 RATIO (Requires (L96) Vortec 6.0L V8 SFI engine.)		\$0.00	\$0.00
PREFERRED EQUIPMENT GROUP				
1SA	WORK TRUCK PREFERRED EQUIPMENT GROUP includes standard equipment		\$0.00	\$0.00
WHEELS				
PYN	WHEELS, 17" (43.2 CM) STEEL includes 17" x 7.5" (43.2 cm x 19.1 cm) steel spare wheel. Spare not included with (ZW9) pickup box delete unless a spare tire is ordered. (STD)		\$0.00	\$0.00
TIRES				
QHQ	TIRES, LT245/75R17E ALL-SEASON, BLACKWALL (STD)		\$0.00	\$0.00
PAINT SCHEME				
ZY1	PAINT, SOLID		\$0.00	\$0.00
PAINT				
GAZ	SUMMIT WHITE		\$0.00	\$0.00
SEAT TYPE				
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT PASSENGER RECLINE with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (STD)		\$0.00	\$0.00
SEAT TRIM				
H2R	JET BLACK/DARK ASH, CLOTH SEAT TRIM		\$0.00	\$0.00
RADIO				

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## 2017 Fleet/Non-Retail GMC Sierra 2500HD 4WD Double Cab 144.2" TK257

### SELECTED MODEL & OPTIONS

#### SELECTED OPTIONS - 2017 Fleet/Non-Retail TK25753 4WD Double Cab 144.2"

CATEGORY				
	Code	Description	Dir Net Inv	MSRP
RADIO				
	IO3	AUDIO SYSTEM, 4.2" DIAGONAL COLOR DISPLAY, AM/FM STEREO with USB port and auxiliary jack (STD) (Upgradeable to (IOB) 7" diagonal color display radio with IntelliLink.)	\$0.00	\$0.00
ADDITIONAL EQUIPMENT				
	PCR	SIERRA FLEET CONVENIENCE PACKAGE includes (DL8) outside heated power-adjustable mirrors, (A91) remote locking tailgate, and (AQQ) Remote Keyless Entry; Regular Cab also includes (A31) power windows (Upgradeable to (DPN) Mirror. Not available with (DF2) Mirror. If (ZW9) pickup box delete is ordered (A91) remote locking tailgate will not be included.)	\$316.80	\$360.00
	VYU	SNOW PLOW PREP PACKAGE includes power feed for backup and roof emergency light, (KW5) 220-amp alternator with gas or diesel engine, forward lamp wiring harness, (TRW) provision for cab roof mounted lamp/beacon, (NZZ) underbody shields and Heavy-Duty front-springs (Only available on 4WD models. Upgradeable to (KHB) dual, 150 amps and 220 amps each alternators with (L5P) Duramax 6.6L Turbo Diesel V8 engine.)	\$338.80	\$385.00
	KW5	ALTERNATOR, 220 AMPS (Included with (VYU) Snow Plow Prep Package when ordered with gas or diesel engines.)	INC	INC
	Z82	TRAILERING EQUIPMENT Trailering hitch platform 2.5" with a 2.0" insert for HD, 7-wire harness with independent fused trailering circuits mated to a 7-way sealed connector to hook up parking lamps, backup lamps, right and left turn signals, an electric brake lead, battery and a ground. The trailer connector also includes the 4-way for use on trailers without brakes - park, brake/turn lamps (Included with (PEF) Sierra Convenience Plus Package. Not available with (ZW9) pickup box delete or (9J4) rear bumper delete is ordered.)	\$264.00	\$300.00
	JL1	TRAILER BRAKE CONTROLLER, INTEGRATED (Included with (PEF) Sierra Convenience Plus Package. Requires (Z82) trailering equipment, (ZW9) pickup box delete or (9J4) rear bumper delete.)	\$242.01	\$275.00

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## 2017 Fleet/Non-Retail GMC Sierra 2500HD 4WD Double Cab 144.2" TK257

### SELECTED MODEL & OPTIONS

#### SELECTED OPTIONS - 2017 Fleet/Non-Retail TK25753 4WD Double Cab 144.2"

#### CATEGORY

<u>Code</u>	<u>Description</u>	<u>Dir Net Inv</u>	<u>MSRP</u>
ADDITIONAL EQUIPMENT			
NZZ	UNDERBODY SHIELD, FRAME-MOUNTED SHIELDS includes front underbody shield starting behind front bumper and running to first cross-member, protecting front underbody, oil pan, differential case and transfer case (Included with (VYU) Snow Plow Prep Package.)	INC	INC
RVS	LPO, BLACK TUBULAR ASSIST STEPS, 4" ROUND (dealer installed) (Not available with (RVQ) 6" rectangular Black tubular assist steps, LPO, (VXJ) 4" round chrome tubular assist steps, LPO, (S6V) cargo box retractable side assist step, LPO or (VXH) 6" rectangular chrome tubular assist steps, LPO.)	\$554.40	\$630.00
TRW	PROVISION FOR CAB ROOF-MOUNTED LAMP/BEACON provides an instrument panel-mounted switch and electrical wiring tucked beneath the headliner for a body upfitter to connect a body-mounted warning or emergency lamp (Included with (VYU) Snow Plow Prep Package.)	INC	INC
DL8	MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE (includes driver's side spotter mirror) (Black, Included and only available with (PCR) Sierra Fleet Convenience Package)	INC	INC
A91	REMOTE LOCKING TAILGATE (Included and only available with (AQQ) Remote Keyless Entry, (PCR) Sierra Fleet Convenience Package or (PEF) Sierra Convenience Plus Package.)	INC	INC
VZX	LPO, BED LINER (dealer installed) (Not available with (ZW9) pickup box delete or (CGN) spray-on bed liner.)	\$312.40	\$355.00
AQQ	REMOTE KEYLESS ENTRY (Included and only available with (PCR) Sierra Fleet Convenience Package or (PEF) Sierra Convenience Plus Package.)	INC	INC
OPTIONS TOTAL		\$2,028.41	\$2,305.00

Rem

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## 2017 Fleet/Non-Retail GMC Sierra 2500HD 4WD Double Cab 144.2" TK257

### **STANDARD EQUIPMENT**

#### **STANDARD EQUIPMENT - 2017 Fleet/Non-Retail TK25753 4WD Double Cab 144.2"**

##### *ENTERTAINMENT*

- Audio system, 4.2" Diagonal Color Display, AM/FM stereo with USB port and auxiliary jack (Upgradeable to (IOB) 7" diagonal color display radio with IntelliLink.)
- 6-speaker audio system (Standard on Crew Cab and Double Cab models and Included and only available on Regular Cab models with (IOB) 7" diagonal color touch screen display radio with IntelliLink)

##### *EXTERIOR*

- Wheels, 17" (43.2 cm) steel includes 17" x 7.5" (43.2 cm x 19.1 cm) steel spare wheel. Spare not included with (ZW9) pickup box delete unless a spare tire is ordered.
- Tires, LT245/75R17E all-season, blackwall
- Wheels, 17" x 7.5" (43.2 cm x 19.1 cm) full-size, steel spare Spare not included with (ZW9) pickup box delete unless a spare tire is ordered. (Requires 17" wheels and tires.)
- Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Not included when (ZW9) pickup box delete or (9J4) rear bumper delete is ordered.)
- Bumper, front chrome
- CornerStep, rear bumper (Requires (E63) pickup box.)
- Bumper, rear chrome with bumper CornerSteps (Requires (E63) pickup box.)
- 4X4 chrome badge (Included and only available with 4X4 models.)
- Grille surround, chrome
- Headlamps, high intensity discharge (HID) projector-beam with GMC signature LED lighting
- Lamps, cargo area, cab mounted with switch on center switch bank
- Mirrors, outside manual, Black
- Glass, solar absorbing, tinted
- Door handles, Black
- Capless fuel fill (Requires gas engine and (E63) pickup box.)
- Tailgate and bed rail protection caps, top
- Tailgate, locking, utilizes same key as ignition and door (Not available with (AQQ) Remote Keyless Entry.)

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## 2017 Fleet/Non-Retail GMC Sierra 2500HD 4WD Double Cab 144.2" TK257

### **STANDARD EQUIPMENT**

---

#### **STANDARD EQUIPMENT - 2017 Fleet/Non-Retail TK25753 4WD Double Cab 144.2"**

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##### *INTERIOR*

- Seats, front 40/20/40 split-bench, 3-passenger, driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar.
- Seat trim, Cloth
- Seat, rear full-width folding bench, 3-passenger (includes child seat top tether anchor) (Requires Double Cab models.)
- Steering column, manual Tilt-Wheel
- Steering wheel, base
- Floor covering, Graphite-colored rubberized-vinyl
- Instrumentation, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center, 3.5-inch diagonal monochromatic display provides warning messages and basic vehicle information
- Windows, power with driver express up and down and express down on all other windows
- Door locks, power
- Cruise control, steering wheel-mounted
- Air conditioning, single-zone
- Assist handle, front passenger and driver on A-pillars

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## 2017 Fleet/Non-Retail GMC Sierra 2500HD 4WD Double Cab 144.2" TK257

### **STANDARD EQUIPMENT**

#### **STANDARD EQUIPMENT - 2017 Fleet/Non-Retail TK25753 4WD Double Cab 144.2"**

##### *MECHANICAL*

- Engine, Vortec 6.0L Variable Valve Timing V8 SFI, E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol (360 hp [268.4 kW] @ 5400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm (Does not include E85 capability with (ZW9) pickup box delete.)
- Transmission, 6-speed automatic, heavy-duty, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Requires (L96) Vortec 6.0L V8 SFI engine.)
- Rear axle, 4.10 ratio (Requires (L96) Vortec 6.0L V8 SFI engine.)
- Suspension Package, Handling/Trailering, heavy-duty includes 51mm twin tube shock absorbers and 33mm front stabilizer bar
- Pickup box
- GVWR, 9500 lbs. (4309 kg) (Requires (L96) Vortec 6.0L V8 SFI engine. Not available with TK25943 or TC25903 model.)
- Air cleaner, high-capacity
- Transfer case, with floor-mounted shifter (included with 4WD models only.)
- Differential, heavy-duty locking rear
- Four wheel drive
- Cooling, external engine oil cooler
- Cooling, auxiliary external transmission oil cooler
- Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power
- Alternator, 150 amps
- Frame, fully-boxed, hydroformed front section
- Recovery hooks, front, frame-mounted, black
- Cargo tie downs (4), movable upper (Requires (E63) pickup box.) (Not available with (ZW9) pickup box delete.)
- Steering, Recirculating Ball with smart flow power steering system
- Brakes, 4-wheel antilock, 4-wheel disc with DuraLife brake rotors
- Exhaust, aluminized stainless-steel muffler and tailpipe

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## 2017 Fleet/Non-Retail GMC Sierra 2500HD 4WD Double Cab 144.2" TK257

### **STANDARD EQUIPMENT**

---

#### **STANDARD EQUIPMENT - 2017 Fleet/Non-Retail TK25753 4WD Double Cab 144.2"**

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##### *SAFETY*

- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist
- Daytime Running Lamps with automatic exterior lamp control
- Air bags Double Cab and Regular Cab: Frontal Airbags- Driver single stage and Front Passenger dual-stage; Thorax side-impact, seat mounted, both driver and front passenger; Head-curtain front and rear outboard seating positions; Passenger Sensing System - Infant only suppression for passenger and passenger seat belt reminder status displayed on overhead console (With (ZW9) pickup box delete on Double and Regular Cab you will get single-stage frontal and thorax side-impact, driver and front passenger, and head curtain side-impact, front and rear outboard seating positions . Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Tire Pressure Monitoring System (does not apply to spare tire)
- Teen Driver mode a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report gives you information on your teen's driving habits and helps you to continue to coach your new driver

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 477.0, Data updated 2/7/2017  
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Customer File:



Tony  
419-766-0338

Index No.: GDC093

Page No.: 77

PRICE SCHEDULE

Minority Business Enterprise Award In Accordance with ORC CH. 125.081

\*ITEM #23AT- PICKUP-8,500 LBS., 4WD-EXT. CAB-SHORT BED

DELIVERY:	INDICATE CITY/STATE OF MANUFACTURER:		
60 - 150 DAYS A.R.O. (SEE IV.A.)	Flint, Michigan		
CONTRACTOR:	MFG:	MODEL:	MODEL NUMBER:
Bob Ross Buick, Inc.	GMC	Sierra 2500	TK25753
ITEM ID NO.: 30601	ESTIMATED # OF UNITS: 20	UNIT PRICE: \$ 27,874.00	

ITEM ID NO.	DELIVERY CHARGE <i>CITY WILL PICK UP</i>	UNIT COST
31124	Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor:	<del>\$ 0.50</del>
31131	Minimum Delivery Charge	<del>\$ 100.00</del>

ITEM ID NO.	DEALER OPTION/ORDER CODE	OPTION	UNIT COST
30602	TEMP	45-Day Tags	\$ 18.50
30603	PARTS	Parts Manual (Electronic)	<del>\$ 475.00</del>
30604	SERVICE	Service Manual (Electronic)	\$ 475.00
30605	KEYS	Additional Set of Keys with FOB Enabling Electronic Keyless Entry	\$ 120.00
30606	SBE	Seat Belt Extender (1 unit)	\$ 0.00
30607	CLOTH	Cloth Seat Covering	\$ 0.00
30608	LINER	Bed Liner: Plastic	<del>\$ 160.00</del>
30609	TOW	Tow Hitch/7-Pin Receptacle/Brake Controller	\$ 529.00
30610	TOW	7-Pin Trailer Receptacle Wiring (See Supplement A, page 161)	\$ 0.00
30611	A/T	All Terrain Tires	<del>\$ 199.00</del>
30612	DPN	Trailer Tow Mirrors	\$ 312.00
30613	BA	Backup Alarm	\$ 122.00
30614	RB	Step Rails/Running Boards	\$ 470.00
30615	VYU	Manufacturer Snow Plow Prep Package (Includes HD Suspension, HD Alternator, HD Transmission Cooling, Skid Plates, Etc.) Does not include Snow Plow	\$ 384.00
30616	8SP	Snow Plow Package (order w/Snow Plow Prep Package) Blade Length: 8'	<del>\$ 3,175.00</del>
30617	8BED	8 ft. Bed in Lieu of 6.5 ft. Bed	\$ 198.00

- Do not need

- Do not need

- Don't need

- Don't need

\*Indicates results from the award of ITB No. RS901117.

34,511.5

STATE  
BID #

\$30,181.50

SPECIFICATIONS (Cont'd)**Pickup – 8,500 lbs.-4WD-Ext. Cab-Short Bed**

Item Number 23AT

Line No.	Standard Specification Items	Minimum Requirements	Y/N	EXCEPTIONS:
<b>Powertrain</b>				
1.	Engine Type (Liter/ Cylinder)	6.0L, V8		
2.	Horsepower (Net HP)	360		
3.	Transmission	Automatic		
4.	Locking Differential	Locking Differential		
5.	Alternator (amps)	Manufacturer Standard		
6.	Battery (CCA)	Manufacturer Standard		
7.	Cooling System	Heaviest Duty Available		
8.	Alternative Fuel (Type)	Specify		
9.	Drivetrain	4WD		
<b>Exterior</b>				
10.	Body Side Moldings	Manufacturer Standard		
11.	Rear Door Type	Locking Tailgate		
12.	Bed Length (ft.)	6.5		
13.	Rear Step Bumper	Manufacturer Standard		
14.	Tires	All Season		
15.	Spare Tires	Full		
<b>Safety</b>				
16.	Restraint System (Driver & Passenger)	Required		
17.	Supplement Restraint System (Driver & Passenger)	Required		
18.	Power Antilock Brakes (Front and Rear)	Required		
<b>Seating</b>				
19.	Seating Capacity	3		
20.	Front Seat Type	Split Bench		
21.	Seat Covering	Vinyl		
22.	Floor Covering	Vinyl		
<b>Dimensions</b>				
23.	Wheelbase (in.)	142		
24.	Fuel Capacity (Gal.)	32		
25.	Headroom (Front/Rear) (in.)	40/38		
26.	Leg Room (Front/Rear) (in.)	41/31		
27.	Hip Room (Front/Rear) (in.)	60/61		

SPECIFICATIONS (Cont'd)
**Pickup – 8,500 lbs.-4WD-Ext. Cab-Short Bed**  
**Item Number 23AT**

Line No.	Standard Specification Items	Minimum Requirements	Y/N	EXCEPTIONS:
<b>Dimensions</b>				
28.	Shoulder Room (Front/Rear) (in.)	65/65		
29.	Cargo Volume (cu. ft.)	60		
30.	Payload (lbs.)	3,100		
31.	Gross Vehicle Weight Rating (GVWR)(lbs.)	8,500		
<b>Accessories:</b>				
32.	Air Conditioning	Required		
33.	Tilt Wheel & Cruise Control	Required		
34.	Power Windows & Door Locks	Required		
35.	Keyed Door Locks	Required		
36.	2 Set of Keys with FOB Enabling Electronic Keyless Entry	Required		
37.	Intermittent Windshield Wipers	Required		
38.	Radio	Standard AM/FM		
39.	Exterior Rear View Mirror	Dual		
40.	Cargo Dome Light	Automatic		
<b>Warranty:</b>				
41.	Rust Proofing	Min. Factory Warranty		
42.	Manufacturer Standard	Min. 3 yr./36,000 Mile		
<b>Optional Equipment Items:</b>				
43.	45-Day Tags			
44.	Parts Manual(s)			
45.	Service Manual(s)			
46.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry			
47.	Seat Belt Extender			
48.	Cloth Seat Covering			
49.	Bed Liner: Plastic			
50.	Tow Hitch/7-Pin Receptacle/Brake Controller			
51.	7-Pin Trailer Receptacle Wiring (See Supplement A, page 161)			
52.	All Terrain Tires			
53.	Trailer Tow Mirrors			
54.	Backup Alarm			
55.	Step Rails/Running Boards			
56.	8 ft. Bed in Lieu of 6.5 ft. Bed			
57.	Manufacturer Snow Plow Prep Package (Includes HD Suspension, HD Alternator, HD Transmission Cooling, Skid Plates, Etc.) Does not include Snow Plow			
58.	Snow Plow Package (order w/Snow Plow Prep Package)			



# 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](http://www.napoleonohio.com)

## Memorandum

**To:** Joel L. Mazur, City Manager  
**From:** Chad E. Lulfs, P.E., P.S., Director of Public Works  
**cc:** Mayor & City Council  
Greg Heath, City Finance Director  
Jeff Rathge, Operations Superintendent  
Dave Pike, W.W.T.P. Superintendent  
**Date:** March 20, 2017  
**Subject:** Williams Pumping Station Replacement Project –  
Approval of Design Contract

Quality Based Selection (QBS) was utilized to select a consulting firm for the above referenced project. The firms that submitted Qualification Statements were ranked as follows:

1. Stantec Consulting Service, Inc.
2. Arcadis International, Inc.
3. Peterman Associates, Inc.
4. Jones & Henry Engineers, Ltd.

This project includes: design of a new pump station to service the area north of U.S. Rt. 6/24 on Glenwood Avenue; reroute existing flows from the Oberhaus Interceptor to the VanHyning Interceptor; allow for future expansion to service this area.

Negotiations were entered into with Stantec Consulting Services, Inc. and a contract price was agreed upon. The negotiated price for the above referenced project is \$88,500.00. **Having reviewed the submitted Qualification Statements and after extensive negotiations, it is my recommendation that Council award the design contract for the Williams Pumping Station Replacement project to Stantec Consulting Services, Inc. in the amount of \$88,500.00.** If you have any questions or require additional information, please contact me at your convenience.

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

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## Memorandum

**To:** Joel L. Mazur, City Manager  
Henry County Commissioners  
**From:** Chad E. Lulfs, P.E., P.S., Director of Public Works  
**cc:** Mayor & City Council  
Greg Heath, City Finance Director  
Sandy Kessler, M.V.P.O.  
Jeff Rathge, Operations Superintendent  
**Date:** March 7, 2017  
**Subject:** Hobson Street Waterline Improvements ~ Phase 2 –  
Recommendation of Award

On Tuesday, March 7, 2017, bids were opened and read aloud for the above referenced project. Five bids were submitted and read as follows:

B. Hill'z Excavating, Inc.	\$316,350.00
Bryan Excavating, L.L.C.	\$239,779.00
Crestline Paving & Excavating Co., Inc.	\$259,465.00
Vernon Nagel, Inc.	\$291,290.00
Zee Construction Co., Inc.	\$260,560.00

The Engineer's Estimate for this project is \$300,000.00. This project consists of: replacing the existing cast iron waterline on Hobson Street from E. Riverview Avenue to Shelby Street; excavating/replacing suspected lead water services in the Hobson Street area. The completion date for this project is June 10, 2017.

**Having reviewed the submitted bids, it is my recommendation that Council award Bryan Excavating, L.L.C. the contract for the Hobson Street Waterline Improvements ~ Phase 2 in the amount of \$239,779.00.** This project is funded through a Critical Infrastructure grant. If you have any questions or require additional information, please contact me at your convenience.

CEL



**NAPOLEON ALIVE, INC**  
PO BOX 820  
NAPOLEON, OHIO 43545

2758

56-7085/2412

3-7-17

Date

FRAUDARMOR

Pay to the  
Order of

*City of Napoleon*  
*Two Thousand & Five Hundred & 00/100* \$ *2500.00*  
Dollars

Security  
Features  
Details on  
Back.

  
FIRST FEDERAL  
BANK

NAPOLÉON, OH 43545

For

*Nap. Welcome Sign*

*Reginal Postelma*

2758

Donation for  
New Monument  
Entrance Signs.

400-4400-44350  
Donations

*City of Napoleon, Ohio*

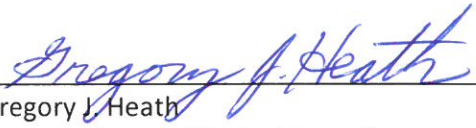
## **AD-HOC COMMITTEE ON ORGANIZATIONAL HEALTH AND STRATEGIC VISION**

### **MEETING AGENDA**

**Monday, March 20, 2017 at 6:00 pm**

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

1. Approval of Minutes from February 20, 2017 (*In the absence of any objections or corrections, the Minutes shall stand approved*)
2. Discussion on Mission and Strategic Vision.
3. Any other matters currently assigned to the Committee.
4. Adjournment.

  
\_\_\_\_\_  
Gregory J. Heath  
Finance Director/Clerk of Council



**AD-HOC COMMITTEE ON ORGANIZATIONAL HEALTH AND STRATEGIC VISION**

Monday, February 20, 2017 at 6:00 pm

**Meeting Minutes**

**PRESENT**

Committee  
City Staff

Travis Sheaffer—Chair; Joe Bialorucki; Dan Baer; Jason Maassel

Greg Heath, Finance Director

Joel Mazur, City Manager

Recorder

Roxanne Dietrich

**ABSENT**

**Call To Order**

Acting Chairman Maassel called the meeting to order at 6:01 pm.

**Minutes Approved**

Minutes of the January 9, 2017 Ad-hoc Committee on Organizational Health stand approved as read with no objections or corrections.

**Mission and Strategic Vision**

Mazur talked about some of the plans that have previously been done.

The Henry County ED plan done by Reveille in 2014 is the most recent plan and focused on ED.

The Napoleon Master Plan done in 2009 by Stantec was done by the same individual that did the Henry County ED plan.

The Downtown Napoleon Revitalization Plan from 2009 needs updated.

Sheaffer arrived at 6:03 pm.

The formation of a land bank is a must experience, there is funding available right now. A land bank is a county organization that is formed. The land bank can expedite the foreclosure process and help turn properties around quicker.

I spoke with Maumee Valley Planning Organization, we would form the land bank and they would be the agent for Henry County to facilitate the necessary paperwork.

Heath asked if it is non-profit.

Mazur replied the land bank is its own entity.

Bialorucki asked if the program is 100% funded, what is the cost to the city or county.

Mazur said it is through the State of Ohio Attorney General's office and will not cost the City or County anything we just have to form a land bank.

Heath asked if Maumee Valley will administrate.

Mazur replied they can, that would be a county decision. There are a lot of rental needs in housing. Not much code enforcement been going on in the last few years. Billy, Tom and I have come up with a process that is pretty streamlined, a little less time consuming and more efficient overall.

The population of Napoleon and Henry County is dipping. The average age of people in Napoleon has increased, in Liberty Center the age has decreased. Since 1900 the population in Henry County has increased about 1,000.

Maassel said do you add condos or single unit houses. Have to figure out the best way to use our assets.

Sheaffer stated didn't the Commissioners want to meet with us sometime we can have the Land Bank as an agenda item.

Long range planning, do you want to preserve what we have or want to build new there are lots for sale around the City.

Maassel asked where would the next big housing project go?

Mazur responded does Napoleon need another Twin Oaks, Pickett Fences or extension off of Indiana or Trail.

Bialorucki asked if condos fill up quickly by people wanting to get out of a bigger house and want to downsize.

Maassel suggested talking to area realtors to see what the people are looking for.

Downtown living, I am told there is one residential going in, if that is successful maybe more can be developed.

Sheaffer asked if that would be against any regulations.

Heath stated that parking is always an issue.

Mazur commented can do some research on more programs for downtown revitalization area, if put together an incentive project that would encourage development of upper living spaces.

The master plan, a review of the zoning code should be done, I just had to take a look at it and it needs to be looked at again.

It would be good to have more representation from everyone, from other organizations, someone we can pull in.

Maassel responded we have Joel Miller from the Chamber, someone from the CIC, a school board member, a lawyer in town.

Transportation - we all heard moving St. Rt. 108 is a high priority for the central business district.

Maassel asked how hard would that be to do on state level.

Mazur said there are certain steps and processes you would have to go through and you would have to have a design in place.

Bialorucki suggested move truck traffic off St. Rt. 108 to Scott Street, with everything we will be doing on North Perry Street, we want people going through the downtown we don't want people bypassing our new beautiful new downtown.

Baer said he has heard people want the truck traffic removed.

Mazur said you will still get trucks coming down everywhere where they are not supposed to be. Have to start the planning process.

Utilities, decrease our costs and keep investing in energy efficiencies. Sheaffer said we need to push efficiency smart on the residential side. They will come into your house and do an energy review, even \$10.00 a month savings is a lot to a residential customer.

Sheaffer said Parks and Rec and the boat ramp is huge, even the pool. Has Tony looked at adding slides, will that draw more? If you build more, will they come or will we be out the money Bialorucki replied a little bit of both, will be expensive to do and will never pay for itself.

Mazur commented Napoleon has robust rec programs and parks.

**Set Regular Meeting  
3<sup>rd</sup> Monday at 6:00 pm**

Sheaffer set a regular meeting time on the third Monday of each month at 6:00 pm.

**Motion To Adjourn**

Motion: Maassel Second: Bialorucki  
To adjourn the meeting at 6:50 pm.

**Passed  
Yea-4  
Nay-0**

Roll call vote on above motion:  
Yea-Baer, Maassel, Bialorucki, Sheaffer  
Nay-

**Approval Date**

March 20, 2017

Travis Sheaffer, Chair

*City of Napoleon, Ohio*

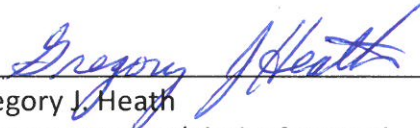
## **TREE COMMISSION**

### **MEETING AGENDA**

**Monday, March 20, 2017 at 6:00 pm**

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

1. Approval of Minutes from February 20, 2017 *(In the absence of any objections or corrections, the Minutes shall stand approved.)*
2. Review Tree Call Reports
3. Plan Arbor Day Observation
4. Spring Contracts Update
5. Award Spring Topsoil Contract
6. Any other matters to come before the Commission
7. Adjournment

  
\_\_\_\_\_  
Gregory J. Heath  
Finance Director/Clerk of Council

City of Napoleon, Ohio  
**TREE COMMISSION**  
Meeting Minutes  
**Monday, February 20, 2017 at 6:00 pm**

**PRESENT**

Commission

Jim Fitzenreiter-Acting Chair, Bill Rohrs, Ed Clausing, Larr Etzler

City Staff/

Acting Recorder

Others

Marty Crossland

**ABSENT**

Members

David Volkman-Chair, Joe Bialorucki Council Representative

**Call To Order**

Crossland called the meeting to order at 6:00 pm.

**Approval Of Minutes**

Approval of the minutes from the January 16, 2017 meeting (in the absence of any objections or corrections, the Minutes shall stand approved).

**Review Tree Call Reports**

Crossland reported he received only one call and that was from 1020 Willard. A couple of trees fell over in the side yard from the creek technically that is private property and explained that to the homeowner. I gave her some telephone numbers of local people that can do the work.

Fitzenreiter mentioned the follow-ups from last month:

425 West Clinton could cause some concrete issues, will look at in the Spring.

1020 North Perry is a nice healthy pear tree, they are messy but that is the territory of a pear tree. Crossland reported there is another pear tree behind that one so taking that tree out will not solve the problem. The homeowner has called before, we trimmed the tree a couple months ago and it now has a nice shape.

The tree at 210 Yeager Street is right on the road, would not suggest replanting as it is not wide enough there to do anything, will put on Fall removal list.

1060 Reynolds Street no change from last time, cannot check to see how hollow the tree is.

**Plan Arbor Day Observation**

Crossland informed everyone that Arbor Day is Friday, April 28, 2017. A Dawn Redwood tree will be planted in Glenwood Cemetery, I will discuss with the Cemetery Department where they want the tree planted.

Crossland said he would also contact the school to see if any of the students would be interested in attending the ceremony.

## Finalize Spring Topsoil List

Crossland explained that on the list, the ones printed in black are ready to go there are only twenty-two spots to be filled & seeded. The ones printed in red are the trees being taken out this spring and will be placed on the fall list.

Since there are only twenty-two spots, the contract is a not-to-exceed price of \$1,500.00. Crossland said with the commission's approval he will mail out the bid packets this week and with the bids being opened on March 20, 2017, the date of our next meeting.

## Award Spring Removals Contract

Crossland reported the bids for the spring removals were opened today and there was only one bidder, that being Saylor Tree Service with a bid of \$12,000.00. On one of the line items the homeowner had already removed the small pear tree that line item will be a deduction of \$100.00 making the contract award for \$11,900.00.

## Motion to Award Spring Removals Contract to Saylor

Motion: Clausing                      Second: Rohrs  
To award the Spring Removals Contract to Saylor for \$11,900.00.

**Passed**  
**Yea-4**  
**Nay-0**

Roll call vote on the motion:  
Yea-Clausing, Rohrs, Fitzenreiter, Etzler  
Nay-

## Award Spring Planting Contract

Crossland informed the commission the spring planting bids were opened today also. Again there was only one bid received that being from North Branch Nursery at a bid of \$2,023.00 that will cover ten trees. One of the trees will be our Arbor Day tree. They did make one change for the 1400 block of Sedward, the change was from the Green Veil Zelkova to Village Green Zelkova, the tree will get to the same height but will be a little wider it is from the same family and I do not see an issue. That area has been a problem spot with trees dying; we are hoping by switching to a hardier tree it will be healthier.

## Motion to Award the Spring Planting Contract

Motion: Etzler                      Second: Rohrs  
To award the Spring Planting Contract to North Branch Nursery for \$2,023.00.

Passed  
Yea-4  
Nay-0

Roll call vote on the motion:  
Yea-Clausing, Rohrs, Fitzenreiter, Etzler  
Nay-

### Any Other Matters to Come Before the Commission

Fitzenreiter asked how long has it been since Washington Street was replanted. The trees looked pretty good until I got to #1012, it had a big red mark on it.

Crossland answered the street was rebuilt in 2008 and the trees were



replanted in the Fall 2009 and Spring of 2010. That tree died we do not know if that was due to the landscaping blocks that were put around it, sometimes people chop off roots when they put them in. There were 108 or 109 trees put in and have only had to replace six or seven trees, that was the first time we did not put metal cages in.

Crossland distributed a map showing how much tree trimming has been done in the City for each year since 2013. In 2014 is when the City started making it so the contractors had to be ISA certified making the work of arborist quality.

Fitzenreiter inquired if it would be okay for a few of them to volunteer and go out and trim some low limb branches and if the City would be able to clean up the brush.

Crossland explained if you are going to do that, you will need to wear your City badge and to let me know so I can inform Police Dispatch in case they get any calls. As for the City picking up the branches, you would have to be done and allow time for the Electric Department to clean up before the end of their day.

Crossland said our next meeting will be on at March 20<sup>th</sup>.

**Motion to Adjourn**

Motion: Etzler

Second: Clausing

To adjourn the meeting.

**Passed**

**Yea-4**

**Nay-0**

Roll call vote on the motion:

Yea-Clausing, Rohrs, Fitzenreiter, Etzler

Nay-

**Date Approved**

**March 20, 2017**

---

Jim Fitzenreiter, Acting Chairman



## City of Napoleon, Ohio

255 West Riverview Avenue • P. O. Box 151  
Napoleon, Ohio 43545-0151  
Phone (419) 599-1235 Fax (419)-599-8393  
www.napoleonohio.com

# MEMORANDUM

**TO:** Parks and Recreation Committee, City Council, Mayor, City Finance Director,  
City Law Director, City Manager, Department Supervisors, Newsmedia

**FROM:** Gregory J. Heath, Finance Director/Clerk of Council *G.J.H.*

**DATE:** March 17, 2017

**RE:** Parks and Recreation Committee Meeting Cancellation

---

The regular Parks and Recreation Committee meeting scheduled for Monday, March 20, 2017 at 6:15 pm has been CANCELED due to lack of agenda items.



# Update

*A weekly newsletter presented by AMP President/CEO Marc Gerken*

March 10, 2017



Smithland employees watch as electricity is drawn to provide backfeed power to the plant.

## Smithland begins to draw power

*By Pete Crusse – vice president of hydroelectric construction*

AMP's Smithland hydroelectric facility began drawing power from the 161 kilovolt (kV) transmission line at approximately 6:45 a.m. March 8. Electricity is drawn from the Big Rivers Electric Corporation (BREC) and Southern Illinois Power Company (SIPCO) and provides backfeed power to support plant operations.

Water-up of Unit 1, the process of incrementally filling the unit with water, is expected to begin March 13. After this is complete, detailed commissioning and testing of the unit will take place, followed by a trial run. The facility is expected to achieve commercial operation later this year.

Located in Kentucky, Smithland is a run-of-the-river hydroelectric facility on the Ohio River that, when completed, will provide 72 megawatts (MW) of renewable energy to participating members. The Smithland facility is part of AMP's Phase I hydroelectric project, which also includes the Cannelton and Willow Island hydro facilities.

## Adverse federal court ruling of interest

*By Rachel Gerrick – senior vice president & general counsel*

On Feb. 27, 2017, AMP member, Lebanon, Ohio, received an adverse ruling from the U.S. Court of Appeals for the Sixth Circuit regarding its electric system. The case stemmed from a customer who had been "back billed" to correct a significant under billing due to a billing error. The customer, NIBCO, Inc., operates a manufacturing plant in Lebanon. In late 2008, NIBCO combined operations with another location and moved into a new and larger

*continued on Page 5*



Crews from Orrville, Hudson and Oberlin assist the City of Newton Falls after strong winds caused damage March 8-9.

## Crews answer the call for Mutual Aid

*By Michelle Palmer, PE – vice president of technical services*

This week's strong winds caused outages and damage across the Midwest, resulting in multiple Mutual Aid requests from AMP members.

A severe wind storm took place in Newton Falls March 8-9, leaving 500 customers without power. Orrville, Hudson and Oberlin helped replace broken poles and crossarms, rehang overhead conductors and re-establish a river crossing to restore power.

The Village of Lucas also experienced an outage due to the strong winds. A Mutual Aid request was issued, and outage restoration assistance was provided by the AMP Circuit Rider program and the City of Shelby. Power to all customers was restored by midnight on March 8.

Several other members experienced outages and damage as a result of the high winds, but did not require Mutual Aid assistance.

AMP's Mutual Aid program is a network of municipal systems that stands ready to provide assistance to fellow municipal systems when local utility emergencies occur that are too widespread to be handled alone. The Mu-

*continued on Page 2*

## AMP Regional Safety Meeting to take place March 15

By Jennifer Flockerzie – technical services program coordinator

As a reminder, an AMP Regional Safety Meeting will take place March 15 at Bashlin Industries in Grove City, Pennsylvania. Registration for the event is due by March 13. The meeting will include a discussion of the Occupational Safety and Health Administration's (OSHA) changes and updates, a tour of the Bashlin factory, and drop test and para pack demonstrations.

Regional safety meetings are available to AMP members at no cost, but registration is required. To register or for additional information, please contact me at 614.540.0853 or [jflockerzie@amppartners.org](mailto:jflockerzie@amppartners.org).

## February 2017 breaks records for warm weather

By Mike Migliore – vice president of power supply planning & marketing

For the second year in a row, winter has failed to show up in the eastern U.S. In Columbus, Ohio, February 2017 was the warmest February ever, eclipsing the previous record from 1882. Most members saw average monthly temperatures in their town close to 10 degrees above normal. In many member locations, Feb. 24 was the warmest day ever in February with temperatures in the upper 70s. Danville, Virginia's high temperature for the month was 83 degrees on Feb. 12, but that was 2 degrees below its 1977 record.

As expected, prices were more reflective of a low cost spring month. With the lack of cold weather putting any pressure on the electric or natural gas transmission systems, congestion costs throughout PJM and MISO remained low.

AVERAGE DAILY RATE COMPARISONS			
	February 2017 \$/MWh	January 2017 \$/MWh	February 2016 \$/MWh
A/D Hub 7x24 Price	\$25.71	\$29.48	\$24.99
PJM West 7x24 Price	\$26.51	\$31.24	\$28.48
A/D to AMP-ATSI Congestion/Losses	\$0.70	\$0.97	\$0.59
A/D to Blue Ridge Congestion/Losses	\$0.50	\$1.68	\$4.40
A/D to PJM West Congestion/Losses	\$0.79	\$1.76	\$3.49
PJM West to PP&L Congestion/Losses	-\$1.63	-\$0.62	-\$5.25
IND Hub to A/D Hub Congestion/Losses	-\$0.74	-\$1.81	\$2.76

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

### Week ending March 10

MON	TUE	WED	THU	FRI
\$28.06	\$24.91	\$28.16	\$29.17	\$35.81

### Week ending March 3

MON	TUE	WED	THU	FRI
\$29.11	\$25.39	\$24.94	\$29.38	\$32.33

AEP/Dayton 2018 5x16 price as of March 9 — \$36.32

AEP/Dayton 2018 5x16 price as of March 2 — \$35.73

## Crews answer Mutual Aid call

*continued from Page 1*

tual Aid guidelines, standard operating procedures and sector coordinator contact information are available on the Member Extranet section of the AMP [website](#).

For questions or to update Mutual Aid information or point persons, please contact Jennifer Flockerzie at 614.540.0853 or [jflockerzie@amppartners.org](mailto:jflockerzie@amppartners.org).

## Letter supporting municipal bonds receives 156 signatures

By Charles Willoughby – director of government affairs

This week, 156 members of Congress from 39 states joined in support of municipal bond financing and signed a letter urging House leaders to protect the bonds' tax-exempt status as lawmakers consider comprehensive tax reform and infrastructure packages. The letter, available [here](#), was circulated by Congressmen Randy Hultgren (R-IL) and Dutch Ruppersberger (D-MD), co-chairs of the House Municipal Finance Caucus. It was sent to House Ways and Means Committee Chair Kevin Brady (R-TX), Ranking Member Richard Neal (D-MA) and other Congressional leaders.

The letter describes the importance of tax-exempt municipal bonds, and how changes to the tax code affecting the tax-exempt status could impact communities and economic growth. Signers with AMP communities in their districts include:

- Andy Barr (R-KY)
- Debbie Dingell (D-MI)
- Bob Gibbs (R-OH)
- Bill Johnson (R-OH)
- David Joyce (R-OH)
- Marcy Kaptur (D-OH)
- Robert E. Latta (R-OH)
- Tim Ryan (D-OH)
- Steve Stivers (R-OH)
- Lou Barletta (R-PA)
- Brian Fitzpatrick (R-PA)
- Tom Marino (R-PA)

Thank you to all the AMP members who reached out to their representative. Please contact me with questions at 614.205.2087 or [cwilloughby@amppartners.org](mailto:cwilloughby@amppartners.org).



## NERC cyber security requirements effective April 1

By Art Iler – director of reliability standards

In the continuation of the staggered implementation schedule of the North American Electric Reliability Corporation's (NERC) critical infrastructure protection (CIP) version 5/6 standards, which first became effective on July 1, 2016, there are requirements that become enforceable on April 1, 2017. Entities with low-impact cyber assets will need to have a cyber security plan in place by April 1 that includes the following: (i) a cyber access plan; (ii) an implemented and tested cyber incident response plan; (iii) a plan for physical access controls that must be implemented on or before Sept. 1, 2018; and (iv) a plan for electronic access controls to be implemented on or before Sept. 1, 2018.

AMP is working diligently to assure it timely meets these requirements. If you have any questions or concerns about the requirements and their implementation, please contact me at 614.540.0857 or [ailer@amppartners.org](mailto:ailer@amppartners.org).

## Gorsuch, Wright scholarship finalists notified this week

By Jodi Allalen – member events & programs coordinator

Finalists for the 2017 AMP Richard H. Gorsuch and Lyle B. Wright scholarships were notified this week along with their community. Non-finalists and their community will also be notified. Scholarship finalists were chosen based on a public power essay, and will now take a public power test and complete a form detailing their accomplishments.

The AMP Board of Trustees will decide scholarship recipients based on their test score, personal achievements and scholastic record. Up to four Gorsuch and four Wright scholarship recipients will be determined and notified by the end of April. Each recipient will be awarded a one-time \$2,500 scholarship. Since the program began in 1988, AMP has awarded \$288,000 in scholarships.

Please contact me with questions at 614.540.0916 or [jallalen@amppartners.org](mailto:jallalen@amppartners.org).

## Tech Services Conference to take place April 25-26

As a reminder, save the dates April 25-26 for the 2017 AMP Technical Services Conference. Registration and additional information will be mailed to members next week. The event will be held at the Quest Conference Center in Columbus and will feature training and informational presentations addressing issues of safety and enhancing service reliability through system efficiency. A Vendor Expo, featuring the latest industry products and services, will take place April 26. For additional information, please contact Jennifer Flockerzie at 614.540.0853 or [jflockerzie@amppartners.org](mailto:jflockerzie@amppartners.org).

## Energy markets update

By Jerry Willman – assistant vice president of energy marketing

The prompt month April contract closed up \$0.073/MMBtu to settle at \$2.974/MMBtu. The EIA reported a withdrawal of 68 Bcf for the week ending March 3. The average Bloomberg estimate was projected as a withdrawal of 62 Bcf.

Gas in storage now stands at 2,295 Bcf. This is 19 percent over the five-year average of 1,932 Bcf. Gas in storage for this week one year ago was 2,487 Bcf.

On-peak power prices for 2018 at AD Hub closed yesterday at \$36.32/MWh, which was \$0.59/MWh higher for the week.

## AFEC update

By Jerry Willman

The Fremont plant operated in 2x1 configuration for the week and remained online over the weekend, but the plant was cycled offline by PJM overnight Wednesday due to low market prices.

Duct firing operated for 18 hours this week. The plant generated at a 72 percent capacity factor (based on 675 MW rating).

### FEBRUARY OPERATIONS DATA

	February 2017	February 2016
<b>AFEC Capacity Factor</b>	40%	79%
<b>Prairie State Capacity Factor</b>	97%	81%
<b>Meldahl Capacity Factor</b>	72%	N/A
<b>Cannelton Capacity Factor</b>	44%	N/A
<b>Greenup Capacity Factor</b>	34%	N/A
<b>Willow Island Capacity Factor</b>	71%	N/A
<b>Belleville Capacity Factor</b>	86%	67%
<b>Blue Creek Wind Capacity Factor</b>	45%	45%
<b>JV6 Wind Capacity Factor</b>	25%	28%
<b>Napoleon Solar Capacity Factor</b>	15%	14%
<b>Avg. A/D Hub On-Peak Rate</b>	\$28/MWh	\$28/MWh

\*Fremont capacity factor based on 675 MW rating.  
 \*PS capacity factor based on 1,582 MW rating.  
 \*Meldahl capacity factor based on 105 MW rating.  
 \*Cannelton performing 8000 hour testing. Capacity factor based on 87.6 MW rating.  
 \*Greenup in planned maintenance outage. Capacity factor based on 70 MW rating.  
 \*Willow Island capacity factor based on 44.2 MW rating.  
 \*Belleville capacity factor based on 42 MW rating.  
 \*Solar capacity factor based on 3.54 MW rating.



## News or Ads?

Call Kerin Scott at 614.540.6406 or email to [kscott@amppartners.org](mailto:kscott@amppartners.org) if you would like to pass along news or ads.

## AMP/OMEA file comments with FCC on small cell wireless ruling

By Lisa McAlister – senior vice president & general counsel

AMP/OMEA filed comments with the Federal Communications Commission (FCC) on behalf of members who own and operate electric distribution utilities and have the duty to provide safe and reliable utility services. Part of that duty includes managing and coordinating the use of public ways to enable efficient placement and operation of structures or facilities needed to deliver public utilities or cable services.

In November 2016, a wireless infrastructure developer, Mobilitie LLC, asked the FCC to interpret a section of the 1932 Communications Act in a way that would apply a single standard across the nation for municipal right of way authority, fees and related disclosures for deployment of wireless infrastructure. The FCC then asked for comments from providers and local governments by March 8, 2017.

AMP/OMEA's comments on Mobilitie's petition are aimed at members' ability to provide safe, reliable services while recognizing the potential opportunities that small cell wireless deployment can bring to communities, particularly in traditionally underserved areas.

It is in AMP and OMEA members' interest to keep pace with the growing demand for mobile broadband and promised benefits of 5G deployment, with the understanding that it will require a large amount of infrastructure that is more prevalent and located closer to consumers. The AMP/OMEA comments also highlight the need for coordination and compliance measures to preserve the health, safety and welfare of local communities and believe that those interests

are not in conflict with the rapid deployment of small cell wireless technology. In fact, AMP and OMEA have already been working with wireless and cable providers to develop fair and efficient procedures that achieve this very goal.

The comments make two main arguments in opposition to Mobilitie's request for FCC ruling. Commission action is unnecessary because existing and emerging actions in many states already provide a legal framework that protects applicants from unreasonable fees and delays, and demands equal treatment of applicants. In addition to existing local and state frameworks, the nation's largest providers have begun aggressively pursuing new state laws that expedite the process, cap fees and limit local zoning authority that would address the basis of Mobilitie's concerns. Additionally, small cell wireless facilities in and above the electric space pose unique safety challenges, straining infrastructure and heightening local concerns of placement and safety.

AMP/OMEA conclude that applying a one-size-fits-all interpretation of this federal communications law simply does not allow local government and telecommunications providers the flexibility to safely and efficiently manage the coming wave of deployment now, or for unanticipated technologies in the decades to come.

AMP's official comments are available on the "Regulatory and Legislative Comments" section of the AMP [website](http://www.amppartners.org). Please contact me with questions at 614.540.6400 or [lmcalister@amppartners.org](mailto:lmcalister@amppartners.org).

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## Miller joins AMP as director of energy policy, sustainability

By Adam Ward – vice president of environmental affairs, sustainability & energy policy

AMP welcomed Erin Miller this week as director of energy policy and sustainability. In this role, she will be spearheading the organization's sustainability programs and tracking related energy policies at the state and federal level.



Erin Miller

Miller comes to AMP from the City of Columbus, where she served as environmental steward for nearly eight years in the Office of Sustainability and the Office of the Mayor under two administrations. She has also occupied various positions with the Mid-Ohio Regional Planning Commission and other organizations in central Ohio.

She holds a bachelor's degree in ecology and environmental sciences from Otterbein College, has completed the Ohio Environmental Leaders Institute at the Ohio State University and also has attained the designation of LEED® Green Associate™ from Green Business Certification Inc.

Please join me in welcoming Erin to AMP.



## Adverse federal court ruling of interest

continued from Page 1

plant in Lebanon and received electric service from the city.

During the set-up of NIBCO's electric account at the new facility, a representative at Lebanon entered an incorrect meter "multiplier" into Lebanon's billing system. The multiplier should have been 400, but 40 was entered. As a result, NIBCO was billed approximately 10 percent of what it should have been from January 2009 to June 2014, when the mistake was discovered by Lebanon. The total amount of the under-billing during this period was more than \$1.2 million. While NIBCO did not dispute that it actually consumed the electric service for which Lebanon retroactively billed, NIBCO's position was that it should not be forced to pay for Lebanon's billing mistake.

NIBCO filed a lawsuit in federal court to determine its rights and obligations regarding Lebanon's attempt to collect the \$1.2 million. *NIBCO, Inc. v. City of Lebanon, Ohio*, Case No. 1:15-cv-00062, United States District Court, Southern District of Ohio. NIBCO's primary argument was that Lebanon's codified ordinances did not authorize Lebanon to collect under-billings based on Lebanon's unilateral mistake. Both parties filed summary judgment motions, and the District Court held that Lebanon was not precluded from recouping \$1.2 million for the undercharged electric service. The District Court noted and/or held that (1) given the silence in Lebanon's ordinances regarding protocol for billing errors made by Lebanon, it was appropriate to look at the intent of the service contract between the parties, which the court concluded was for the customer to pay for all of the electricity it actually consumed; (2) it would be absurd to interpret the utility contract as basing charges on erroneous bills rather than actual electric service; (3) Lebanon did not intend to forfeit its rights to collect fees for actual electric service provided from a customer initially under-billed due to a clerical error; (4) based on the holding in *City of Akron v. Rogers Indus. Prods.*, No. 18227, 1997 WL 665719 (Ohio App. 9th Dist., Oct. 8, 1997), billing errors by a public utility are foreseeable, and adjusted billing is a foreseeable method of correcting

those errors; (5) although a municipal utility is not governed by Public Utilities Commission of Ohio (PUCO) regulations, it was persuasive that PUCO regulations as they existed during the period of under-billing allowed a public utility to collect under-billings from a commercial customer; and (6) if Lebanon is unable to recoup the undercharges, its other customers will have effectively paid a discriminatorily higher rate for their electric service.

NIBCO appealed this decision to the U.S. Court of Appeals for the Sixth Circuit, which shockingly reversed the District Court's decision. *NIBCO, Inc. v. City of Lebanon*, Case No. 16-3395. The Court of Appeals noted and/or held that: (1) because Lebanon's ordinances were silent to the issue of whether it was authorized to retroactively collect electric charges from a customer based on a billing error, it had no authority to justify the back billing; (2) in Ohio, silence on an issue does not render an ordinance ambiguous, and therefore the District Court erred by looking to the parties' intent or public policy; (3) the Ohio cases which have held that public utilities may recover undercharges based on a billing error are not controlling because municipal utilities such as Lebanon are not governed by PUCO provisions and Lebanon's ordinances did not contain similar provisions; and (4) the *City of Akron v. Rogers Indus. Prods* case, an Ohio appellate case which allowed a municipal utility to recover electric undercharges resulting from a utility's billing error, is not controlling or persuasive because it was an unpublished opinion prior to 2002 and was distinguishable because it dealt with a "negotiated contract" between the parties.

Lebanon's city attorney and litigation counsel have made AMP aware of the decision. While the decision may be subject to further legal action, it has the potential to affect "back billing" by AMP members, certainly those within the Sixth Circuit's states of Michigan, Kentucky and Ohio, but potentially also across the U.S. AMP will have further advice to its members regarding the case in the near future.

## Classifieds

### City of Bowling Green seeks police officer candidates

The Bowling Green Civil Service Commission will administer a written examination for police officer candidates on March 25. Candidates must complete an application, available through the city's personnel department in the City Administrative Services Building, located at 304 N. Church St., Bowling Green, OH 43402. Office hours are 8 a.m. to 4:30 p.m. weekdays. The telephone number is 419.354.6200; the email is [BGPersonnel@bgo.org](mailto:BGPersonnel@bgo.org); and the fax number is 419.352.1262.

Application materials are available [online](#). Resumes may

be included, but will not substitute for a completed city application. Specific information about the examination process and a copy of the job description will be provided upon application. Applications will be accepted through March 10.

An associate degree or the completion of at least 96 quarter hours or 64 semester hours toward a bachelor's degree is required. Proof of education is required at the time of application. The post-secondary education must be obtained from an accredited college or university. Hours must be eligible for transfer to Bowling Green State University.

In accordance with Section 124.41 of the Ohio Revised Code, see *CLASSIFIEDS* Page 6



CLASSIFIEDS continued from Page 5

Code (ORC), no person shall be eligible to receive an original appointment as a police officer unless the person has reached the age of 21 and has not yet reached the age of 35. The age restriction is permitted by the Public Safety Exemption to the Age Discrimination in Employment Act (29 U.S. Code 623 (j)). Credit for military service will be awarded in accordance with Section 124.23 of the ORC. A copy of Section 124.23 will be provided to candidates. No credit will be given if proof of eligible military credit is submitted after the candidate's application has been submitted to the City.

New employees must serve a one-year probationary period. Starting salary is \$24.15 per hour. AA/EEO.

## Fulltime, intern opportunities are available at AMP

American Municipal Power, Inc. (AMP) is seeking applicants for the following positions. For additional information or complete job descriptions, please visit the "careers" section of the AMP [website](http://www.amppartners.org).

**Finance Manager** – This position is responsible for the management and oversight of the credit programs and evaluating finance options for member communities. The finance manager will regularly communicate with third-party consultants, community representatives and rating agencies. Qualifications include a bachelor's degree (master's preferred); two to five years of relevant financial leadership management expertise; excellent oral and written communication skills; and a strong commitment to public service. Strong analytical skills and knowledge of municipal capital markets is preferred.

**IT Intern** – The essential functions of this internship will include monitoring the IT Support Application and resolving tickets, providing network preventative maintenance services to ensure network integrity and assisting with acquisition and deployment of hardware, software and services. Applicants must be currently enrolled at an accredited college or university; have experience with Microsoft Windows and Microsoft Office tools; and have experience with or the aptitude to learn PC and printer maintenance, software installation and configuration, basic computer networking and basic Internet application development and deployment.

**Manager of Marketing/Member Relations** – This position is responsible for fostering member relationships and implementing AMP's strategic growth plan. This includes assisting the director of marketing/member relations in the administration and marketing of AMP services, programs and projects to members, performing regular visits to member communities and educating members about power supply portfolios, energy markets and AMP programs and services. Qualifications include a bachelor's degree in business or an engineering-related field; three or more years of experience in the electric utility industry; and excellent interpersonal and communication skills. Travel required.

## Calendar

**March 23—Grounding & Lightning Protection for Overhead & Underground Distribution**  
AMP Headquarters, Columbus

**March 23—Finance & Accounting Webinar**  
Contact Joe Regan at [jregan@amppartners.org](mailto:jregan@amppartners.org) for dial-in information by March 20

**April 5-6—Groundworker Training**  
Jackson Center, Ohio

**April 11-13—Underground Distribution Workshop**  
AMP Headquarters, Columbus

**April 18—Changes, Overview of 2017 NESC**  
AMP Headquarters, Columbus

**April 25-26—Technical Services Conference**  
Quest Conference Center, Columbus

**May 5-10—APPA Engineering & Operations Conference/Rodeo**  
San Antonio, TX

**May 22-26—Lineworker Basic 2**  
AMP Headquarters, Columbus

**June 12-16—Lineworker Intermediate**  
AMP Headquarters, Columbus

**July 11-13—Hotline Training**  
AMP Headquarters, Columbus

**August 25-26—AMP Lineworkers Rodeo**  
AMP Headquarters, Columbus

**Sept. 11-15—Lineworker Basic 2**  
AMP Headquarters, Columbus

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**March 17, 2017**

On Tuesday, the House Finance Subcommittee on State Government and Agency Review held extensive hearings regarding the municipal income tax provisions in the Governor's proposed budget. The League was on hand to chronicle the testimony presented and the subsequent "Q&A" from committee members (which is always a critical component of the information gathering exercise that are committee hearings) to testify and to support the witnesses who came to the committee to defend their communities financial integrity. We want to thank all of the great professionals to who came out to support and give testimony. We also want to thank the many legislators who were very engaged and thoughtful during very long committee hearings on often very technical testimony this week.

The following are full reviews of the testimony presented and conversations that followed, as the House continues to review the centralized collection and throwback language. We feel that because the issues included in HB49, the state operating budget bill, impacting the municipal income tax particularly, are such critical issues to Ohio's cities and villages, that our members would be interested in a detailed reporting of the House committee actions. The following is lengthy, but for those that are interested in accessing as much information on the topics as possible, we hope this timely information is helpful.

### **EXTENSIVE HEARINGS ON MUNICIPAL TAX ISSUES HELD**

On Thursday, the House Finance Subcommittee on State Government and Agency Review held hearings on the tax portions on HB 49, the Governor's proposed budget. Tina Timberman, Tax Administrator for the City of Athens, gave testimony on how both the centralized collection of municipal net profits for income tax and the elimination of the "throwback" rule would harm her community, impacting not only the local government but businesses, and tax preparers and accountants.

She was followed by Tax Commissioner Joe Testa, who repeated the same testimony he delivered in the House Ways and Means Committee. Before the Committee opened up to questions, Commissioner Testa was followed by Deputy Tax Commissioner Marjorie Kruse who rebutted Mrs. Timberman's testimony, defending the state's ability to audit and enforce total compliance, despite not having the local presence or expertise local tax offices enjoy. She was unable to rebut Tina's assertion that businesses would no longer benefit from tax credit carry-forwards in the event of over-payment, and insisted that cities would still be able to conduct independent audits of businesses - despite there

being no such provision in the bill language ensuring the Tax Department will give the cities the information necessary to conduct such an audit.

Kruse then stood for questioning. Rep. Gavarone said she had been hearing concerns from municipalities in her district regarding the fact that they self-collect for less than 1% (the proposed administration fee the state would collect), that the cities would only receive vague quarterly filing info and would therefore be unable to conduct audits or review filings. She asked why filing through the Ohio Business Gateway could not remain voluntary - creating a win-win scenario for both municipalities and businesses.

Kruse reiterated the claim that municipalities could still review and audit, then referred to a sampling of 96 municipalities taken by ODT that showed 4 municipalities that would pay more if they were forced to pay the 1% administration fee to ODT. There are over 600 municipalities in Ohio that levy an income fee, making the sampling of 96 random municipalities seem a little unsubstantial.

Testa then answered the question, saying mandatory collection is the only way to achieve uniformity. Both Testa and Kruse emphatically argued that collection of this tax must be mandatory and that the state cannot provide a state/local option, because the ODT wanted to accomplish "economies of scale." The League responded directly to this argument (discussed below).

Sub-Committee Chairman Rep. Faber then noted that if "simplicity and uniformity" are the goals of the throwback elimination, the throwback elimination language actually makes remittance and collection more difficult and less uniform. He said this is because taxes on sales would be collected at the point of the sale's destination, rather than the point of sale's origin. This involves far more municipalities and requires distinguishing and tracking intra and inter-state sales. Testa responded that taxes from the "throwback" rule would simply be added to the registration of taxes on OBG and he then claimed that the throwback rule "deprived" municipalities of the revenue generated by the sale. The League's position is that taxation at the point of origin makes more sense than at the point of destination, because the entity at the point of origin is likely not using municipal resources related to this transaction, whereas the entity at the point of origin is. Rep. Faber responded to Testa's argument by reiterating that the elimination of "throwback" would cause a massive new complication for the business community and expressed surprise that the business community could support such a proposal, as it would create a "complicated mess."

Rep. Butler wanted to know how many municipalities (out of all 600 that levy an income tax) had stepped forward in support of the measure, given the Department's insistence that centralized collection would save them so much money. Testa replied that none had.

Rep. Arndt wondered how the Department of Taxation would be able to ensure each business was using the proper income tax rate for each municipality. Testa merely said it would be "built into OBG." Rep. Arndt then expressed a concern that businesses would simply use the lowest tax rate for all their filings, since they will not be under the same amount of scrutiny as they currently are with local tax offices. Rep. Arndt then asked how municipalities would be guaranteed the right to audit, noting that the proposal does not address how municipalities will receive the filing information necessary to conduct audits. Testa admitted that there was no such provision. He then alluded to a program ODT had built for county to audit sales taxes (it was later revealed that it's a list of vendor licenses available to counties) and said that ODT would be willing to consider building such a program for municipalities.

Rep. Brigid Kelly said the municipalities in her district were extremely concerned about the proposals and wanted to know if the "listening tour" Testa went on to hear business concerns (where the idea for centralized collection of net profit filings came from) included conversations with municipalities. Testa responded that the position of the municipalities and of OML were already clear to him and that there was no need to talk to them since the Department's purpose is to make Ohio more business friendly. Rep. Kelly pointed out that simply knowing one's position does not preclude the need to include them in the conversation. She then asked how many other states have centralized collection for municipal income tax. Testa said that 17 states have municipal income tax, but he wasn't sure how many had centralized collection. Testa then said that ODT was willing to hear municipalities' proposal and potential amendments to the proposed language - so long as those proposals and amendments aimed to make the state more business-friendly.

Rep. Kelly also pointed out that local tax offices are able to ensure total compliance. For example, some businesses use the wrong formulas and file incorrectly-even file in the wrong municipality-without knowing. Testa claimed that the ODT audit process "was better" and that more compliance meant more revenue for municipalities.

Rep. Patterson then said that every single local official in his district asked him to fight this proposal and that he understood the level of distrust municipalities have for the state due to cuts in other taxes and the Local Government Fund. He said municipalities feel "backed into a corner" and while he understood this proposal came from businesses, he wondered where the input from municipalities was. Testa said he was aware that municipalities were unhappy and that this was pro-business and positive for municipalities - even though they "refused to see it." Rep. Patterson said that municipalities are not actually opposed to a singular form; they are opposed to losing control. Testa responded there was no "evidence" that the money would travel to Columbus and then not return to municipalities. Rep. Patterson pushed back, wanting to know why Testa wanted to benefit businesses as the expense of municipalities. Testa merely reiterated that this measure benefits municipalities.

Rep. Butler asked if there were plans to centrally collect municipal income withholdings. Testa said there is not. Rep. Butler then asked if there were a portal where counties can audit their sales piggyback. Testa said there was no such portal, just the list of vendor licenses. Rep. Butler then asked if counties want such a portal. Testa responded they did not to his knowledge, and if municipalities wanted such a portal, the idea could be "discussed." Rep. Butler then wanted to know how much interest would be generated from holding the revenues and if it would all be distributed back to the municipalities. Testa said he did not know how much would be generated, but that it would be distributed to municipalities (no such provision exists in the bill language). Rep. Butler then wanted to know what percentage of businesses file in multiple municipalities. Testa did not know.

Rep. Faber wanted to know why there was no proposal to centrally collect withholdings, given that he hears complaints from businesses about the burden of withholding taxes for multiple municipalities. Testa responded that they chose to focus on the issue that impacted businesses the most, while more issues need to be dealt with than are being addressed by the proposal. Marjorie Kruse then pointed out that most businesses have software that calculates multiple municipalities' withholdings. Therefore, most businesses have "outsourced" that issue and it's not as much of a complaint.



Rep. Faber then wanted to know why the Ohio Business Gateway (OBG) was not yet ready to handle current capacity, much less the increased capacity that would be generated by this proposal. Testa began with his usual retort that the Ohio Tax Department is the largest customer of OBG and that they would be the first to know if there was a functionality problem, but then pivoted. He admitted that OBG needs software updates that are not currently being addressed by the updates being made in "OBG 3.0." He specifically referenced the need to enable CPA commercial software to interface with OBG and the need to enable OBG to generate estimated payments. He admitted that OBG "wasn't designed for that kind of functionality." He said in order to enable OBG to centrally collect net profit withholdings, further updates would need to be made to the system - in addition to the updates currently being made and which are months behind on their target completion date.

OML Communications Director Josh Brown then testified against the proposed measures, reiterating the potentially devastating loss of control, the loss of the partnership between local tax offices and tax preparers, and the loss of those same relationships with local businesses. He pointed out that the current system is good for business because, by taxing income, it creates an incentive for municipalities to generate more income and that that can only be done by retaining and attracting jobs. He mentioned that businesses clearly value the relationship and services they receive from their municipalities, as 80% of all businesses had elected to locate in municipalities. He pointed to national awards won by Ohio municipalities that recognize their above-average business-friendly climate. The question, he said, was whether or not members prefer a system of local government or state bureaucracy.

Brown also specifically responded to the Kruse's comments that making OBG mandatory was necessary so that ODT could accomplish "economies of scale." He said this is a term used in economics to explain how businesses can grow, despite reducing the price of a product, by finding efficiencies by producing more of it. Brown went on to say that ODT is not a business but rather a state bureau, so growth of the ODT is not necessarily a desirable goal nor a purported purpose of this legislation. As far as producing efficiency goes, the current tax system is set up to incentivize efficiency, because municipalities pay the administrative fee out of the tax liability itself, i.e., their own revenue. This incentivizes low administrative fees. Local administrative fees are very low and actually many are lower than the ODT's proposed fee of 1%. Further, this "economies of scale" justification is not in keeping with Ohio's local government tradition, that businesses would prefer to retain the option to deal with their local governments to accommodating the ODT's desire to show how efficient they can be, and that this concept benefits the ODT bureaucracy at the expense of businesses and municipalities.

Rep. Kelly asked Brown if municipalities should have been contacted by ODT before the proposal was rolled out in the budget and whether they are willing to partner in the future. Brown responded that municipalities would have loved to have been a part of that conversation, and that the League and its members are "extremely eager" to engage in a dialogue with the proponents of these proposals.

The House Finance Subcommittee on State Government and Agency Review is currently continuing to hear testimony on HB 49.

**HOUSE WAYS AND MEANS COMMITTEE HEARS FROM  
OHIO BUSINESS GATEWAY ABOUT CURRENT AND FUTURE  
OPERATIONS**



The House Ways and Means committee met Tuesday to hear testimony from Stu Davis, the Assistant Director of the Ohio Department of Administrative Services and the State Chief Information Officer regarding the Ohio Business Gateway (OBG). After providing a brief history of the Gateway, he explained that of the more than 5 million transactions processed in 2016, 4.3 million of them were the Ohio Department of Taxation, followed by municipal payments, which made up 561,049 transactions. He then discussed the current changes and improvements being made to OBG, including increased network monitoring and security, increasing capacity demand, adding trend-monitoring tools and improved individual service areas and transactions communications. He chalked up reviews of "sluggish" user response time this past January to an "unbalanced workload" and said the issue had been addressed. After saying the frequent and typically hours-long scheduled outage periods for maintenance are defined and communicated, he asked the Committee remember OBG was 14 years old. He then turned to the current modernization efforts underway.

OBG 3.0 - headed up by the Lt. Governor's office - is said to improve design and flow by creating a cloud-based system. Most notably, the centralized collection of municipal Net Profit business filings, as proposed in the Governor's budget, would be handled by OBG 3.0. Davis said that while this would mean approximately 400,000 Net Profit business filings estimated by the Ohio Department of Taxation that would flow through OBG (OML has learned that OBG only currently process around a tenth of that in Net Profit business filings a year), he was "confident" that "either the existing or the new system has more than enough capacity to handle the increased volume and transactions."

Rep. Henne kicked off the questioning by asking if OBG 3.0 would be able to interface with tax preparer software as this has been a large concern for many CPAs. David responded that this was neither a current nor scheduled function of OBG 3.0, but that he'd be willing to look into it. When Rep. Henne asked for a potential projection date as to when this project could exist, Davis was unable to answer as there are no current plans to make this compatibility feature available. Rep. Rogers continued this trend of thought by saying the CPAs in his district spend thousands of dollars on tax preparing software. He wanted to know why there were no plans to simply make OBG compatible with this commercial tax preparing software so that CPAs would want to use it, rather than making it mandatory without including a primary function CPAs have expressed a desire for. Davis responded that it "takes two to tango" and that OBG committees would have to interface with CPAs in order to make OBG compatible. Rep. Scherer then followed by saying he could "guarantee" that CPAs would love to have their software compatible with OBG.

Rep. Becker wanted to know why municipalities were reporting that 31% of the business days out of the year, they were receiving error messages from OBG (Rep. Scherer later said the figure came from Brecksville testimony given last Tuesday.) While unable to address the specific claim, Davis said he believed it had to do with the "courtesy message" indicating a delay in ACH delivery. Rep. Hambley wanted to know why there are so few Net Profit business filings currently being filed through the OBG. Davis wasn't sure but said he'd try to find out. Rep. Hambley then asked what the total number of filings through the OBG would be if it were not made mandatory? Davis was again unsure but reiterated his confidence in future OBG filing capacity.

Rep. Scherer then asked if, considering it was March and OBG 3.0 must be ready at full capacity by the end of the year, if Davis and those working on OBG were "nervous" and would be more comfortable with an extended deadline. Davis said OBG 3.0 was actually scheduled to launch by October 1 and that they were feeling "confident". Rep. Cera wanted to know why, if OBG was requesting \$8 million over two years for

improvements, how it could possibly be ready by Oct. 1. Davis replied that OBG operating costs run approximately \$4 million a year, and once more expressed full confidence in the Oct. 1 launch. Rep. Cera then wanted to know if OBG planned on asking for more funds for improvements in the Capital bill and what the current appropriation for improvements is. Davis said he'd have to check as OBG is part of a larger appropriation for all Legacy systems. Rep. Scherer expressed concern once more about the Oct. 1 launch, and Davis then proceeded to clarify that the Oct. 1 launch was just the "front end", or the user-experience portion of OBG. He then said that OBG would most likely not be coming back in the future for Capital budget requests as they'd be "too big of an operation" by then.

Rep. Henne then referenced HB 5's attempts at making things more simple for businesses filing municipal income taxes, but that even with OBG, businesses are still forced to file multiple copies of similar or identical paperwork for multiple municipalities as OBG is unable to process bulk document uploads. He asked if multiple document uploads would be a part of OBG 3.0. Davis responded that OBG currently has bulk document filing capacity - despite the fact that multiple people, including CPAs and business owners, testified last week that multiple document filings are not possible on OBG. However, he then said that OBG was dedicated to supporting "all business filing requirements" and could look into new such features going forward. Rep. Henne responded by saying he was not sure how the Legislature could consider entertaining the proposal at this time, as there were no plans for either the installation of interface with CPA commercial software or the question as to whether OBG can process bulk document uploads.

Rep. Barnes asked what the current and projected filing capacities for OBG were. Davis responded that OBG was currently operating at approximately 35% capacity and said that the system could handle more than that but was not specific. Rep. Barnes expressed concern regarding the "threshold" that seemed to exist, that when crossed, keeps OBG from functioning properly. He wanted to know if OBG had backups for files in case of a disastrous event - Davis said they do - and Barnes then asked the committee be provided with a "schematic flowchart" of OBG operation as a whole, as he does not believe the Legislature should invest in a system it doesn't fully understand.

Rep. Scherer spoke to the concern municipalities have expressed in the 1% administration fee, and the fact that it can increase with the passage of a single bill at any time in the future. He also asked how much revenue was generated by Net Profit filings. Davis did not know (it's approximately \$600 million annually) and said that the Ohio Department of Taxation created the 1% administration fee and knows if it is enough. Rep. Scherer then asked if Davis felt OBG is comfortable operating within its current budget. Davis said he was certain it is. Rep. Schaffer then asked about security leaks (Davis said none had happened thus far to his knowledge) and asked if OBG 3.0's transition to the cloud compromised security. Davis said the programs OBG uses to ensure security are Federally-required, have been around for over a decade and are largely used by government entities.

### **BWC ANNOUNCES UPCOMING REBATE**

On Monday the Ohio Bureau of Workers Compensation (BWC) announced that it will be offering another rebate to employers, pending approval by the BWC Board of Directors. Public employers are due \$92 million (not including school districts) out of

about \$1.1 billion in rebates overall. Public employers will be calculated for policy year 2015.

## **TRANSPORTATION BUDGET HEARINGS CONTINUE**

The Senate Transportation, Commerce and Workforce Committee met this week to hold hearings on HB 26 (the transportation budget) introduced by Representative Rob McColley (R-Napoleon). The League and the Ohio Township Association jointly offered testimony [HERE](#) to make a request that an amendment be made to allow townships and municipalities to levy an additional \$5 license plate fee. The bill already includes language to allow counties to do so.

We testified that a majority of municipalities and over 400 townships have already enacted the fees currently permitted under the Ohio Revised Code and that the revenue collected aids these communities in maintaining, repairing and replacing over 73,000 miles of local roads across the state. However, the need for additional funding is still prevalent, and local, elected officials need the ability to enact a local, permissive fee that will help address the funding needed to maintain Ohio's transportation infrastructure.

The League appreciates Delaware City Manager Tom Homan testifying on behalf of our members and in support of the proposal, saying "At a time when costs to maintain these roads is at an all-time high, license fees are one more tool in our tool box to alleviate the strain on our funding," Tom's testimony can be found [HERE](#).

Also testifying was Mid-Ohio Regional Planning Commission (MORPC) who praised the current budget but said more funding is needed for transportation at the local level. The Greater Ohio Policy Center's Manager of Government Affairs Jason Warner testified to the need for more funds for public transit.

Also, this week the House Finance Sub-Committee on Transportation heard testimony from the Ohio Department of Transportation, which was essentially a repeat of their previous testimony. There was continued discussion about public transit in questioning by members.

## **BILLS OF MUNICIPAL CONCERN RECEIVING HEARINGS**

The House Government Accountability and Oversight Committee heard testimony on HB 8, which was introduced by Representatives Steve Hambley (R-Brunswick) and Jeff Rezabek (R-Clayton), and would exempt from the Public Records Law certain information concerning a minor that is included in a record related to a traffic accident involving a school vehicle in which the minor was an occupant at the time of the accident. The Committee heard sponsor testimony only.

HB 69, introduced by Representative Bob Cupp (R-Lima) would require reimbursement of certain township fire and emergency medical service levy revenue forgone because of the creation of a municipal tax increment financing district. Testifying in support was Ben Collins of the Plain Township Board of Trustees in Franklin County. He said that his township has an agreement with the City of New Albany, and that if that agreement did not exist, the Township would need an additional \$1 million in taxes to meet the budget needs of emergency services. However, such agreements are not required and that this bill would allow other agreements to be restructured in this way.

HB 103, introduced by Representative Bill Reineke (R-Tiffin) would modify the composition and powers of the financial planning and supervision commission of a

political subdivision that is in a state of fiscal emergency and to clarify the duties of that political subdivision. The Committee took sponsor testimony. Representative Reineke testified that the bill would streamline the process of ending fiscal emergency.

The bill would:

- 1) reduce the number of locally appointed members from five to three
- 2) make permanent the provision to escalate a local government from Fiscal Watch to Fiscal Emergency when they fail to implement their submitted financial recovery plan
- 3) expand what can be included in the content of a financial recovery plan through the use of funds with self-imposed restrictions (failure to do so would result in enforcement of the 85 percent expenditures rule already in place)
- 4) grant additional power to the Financial Planning and Supervision Commission, who will be able to approve or disapprove of financial information submitted by the local government, and will be able to compel the production of timely, accurate financial data to the Financial Supervisor (failure to do so would also result in enforcement of the 85% expenditures rule already in place).

HB 103 (above) was also introduced in the Senate as SB 88 by Senator Lou Terhar (R-Green Township). The Senator gave sponsor testimony on SB 88 this week as well, with no substantial differences from the testimony above.

Next, the Senate Government Oversight and Reform Committee heard testimony on a House-passed bill, HB 34, which was introduced by Representative Steve Hambley (R-Brunswick) and Scott Ryan (R-Newark) which would authorize certain state agencies, local governments, and other boards, commissions, and officers to deliver certain notices by ordinary mail and electronically instead of by certified mail. The League continues to work with members to have issue impacting municipalities included in the legislation.

## **BILL DEALING WITH BUILDING INSPECTOR AUTHORITY INTRODUCED**

This week Representative Kristina Roegner (R-Hudson) introduced HB 127 which would permit a general contractor or owner of specified buildings to enter into a contract with a third-party private inspector or a certified building department for building inspection and to make other changes relating to building inspections. The League has spoken with Representative Roegner about the bill and we look forward to continuing the dialogue on issues related to the application of the proposal, if the legislation were to be enacted. We will keep our members aware of future activity related to this legislation.

## **HOUSE REVISES HOUSE SCHEDULE FOR 2017**

The House of Representatives has released a revised House schedule for the first half of 2017, cancelling sessions on Wednesday, April 5 and designating the following dates as "if needed":

- Thursday, March 30
- Thursday, April 27
- Tuesday, June 6

- Tuesday, June 13

## COMMITTEE SCHEDULE FOR THE WEEK OF MARCH 19, 2017

### Monday, March 20, 2017

#### SENATE TRANSPORTATION, COMMERCE AND WORKFORCE

Mon., Mar. 20, 2017, 3:00 PM, Senate Finance Hearing Room

Sen. LaRose: 614-466-4823

**HB26\*\***

TRANSPORTATION-PUBLIC SAFETY BUDGET (MCCOLLEY R) To make appropriations for programs related to transportation and public safety for the biennium beginning July 1, 2017, and ending June 30, 2019, and to provide authorization and conditions for the operation of those programs.

**Sixth Hearing, All Testimony, SUBSTITUTE BILL**

### Tuesday, March 21, 2017

#### SENATE HEALTH, HUMAN SERVICES AND MEDICAID

Tue., Mar. 21, 2017, 3:15 AM, South Hearing Room

Sen. Burke: 614-466-8049

**SB96**

SNAP ELIGIBILITY (COLEY W) Regarding eligibility and benefits under the Supplemental Nutrition Assistance program and the Medicaid program.

**First Hearing, Sponsor Testimony**

**SB99**

MEDICAID EXPANSION-NEW ENROLLMENT (COLEY W) To prohibit the Medicaid program from newly enrolling individuals as part of the expansion eligibility group.

**First Hearing, Sponsor Testimony**

**SB71**

ADAMH BOARD CONTRACTS (MANNING G) To allow a board of alcohol, drug addiction, and mental health services to authorize its executive director to execute contracts valued at \$50,000 or less without the board's prior approval.

**First Hearing, Sponsor Testimony**

**SB80**

SNAP REQUIREMENTS (HUFFMAN M) To establish requirements for electronic benefit transfer cards issued under the Supplemental Nutrition Assistance Program.

**First Hearing, Sponsor Testimony**

**SB98**

DENTAL THERAPY LICENSING REQUIREMENTS (LEHNER P, THOMAS C) To establish licensing requirements for dental therapists.

**First Hearing, Sponsor Testimony**

**SB55**

NURSE-PATIENT RATIOS (SKINDELL M) To establish minimum ratios of direct-care registered nurses to patients in hospitals, to specify rights of registered nurses working in hospitals, and to prohibit retaliatory actions by hospitals against registered nurses.

**First Hearing, Sponsor Testimony**

#### HOUSE FINANCIAL INSTITUTIONS, HOUSING AND URBAN DEVELOPMENT

Tue., Mar. 21, 2017, 9:00 AM, Hearing Room 017

Rep. Dever: 614-466-8120

**SB24**

CONSUMER INSTALLMENT LOANS (TERHAR L) To create the Ohio Consumer Installment Loan Act.

**First Hearing, Sponsor Testimony**

**HB104**

TAX REFUND ON BAD DEBTS (SCHAFFER T) To allow vendors to receive a refund of sales tax remitted for bad debts on private label credit accounts when the debt is charged off as uncollectible by the credit account lender.

**First Hearing, Sponsor Testimony**

## HOUSE WAYS AND MEANS

Tue., Mar. 21, 2017, 9:00 AM, Hearing Room 121

Rep. Schaffer: 614-466-8100

Committee will take testimony on all tax provisions of HB49.

### SB9

AUGUST TAX HOLIDAY (BACON K) To provide for a three-day sales tax "holiday" in August 2017 during which sales of clothing and school supplies are exempt from sales and use taxes.

**Second Hearing, Proponent Testimony**

### HB116

TAX EXEMPTION-GLASSES AND CONTACTS (MERRIN D) To exempt prescription eyeglasses, contact lenses, and other optical aids sold by licensed dispensers from sales and use tax.

**First Hearing, Sponsor Testimony**

### HB118\*\*

TAX COMPLAINT DISMISSAL (MERRIN D) To expressly prohibit the dismissal of a property tax complaint for failure to correctly identify the property owner.

**First Hearing, Sponsor Testimony**

**Report(s):** My Tracked Bills, OML Legislative Report

### HB49\*\*

OPERATING BUDGET (SMITH R) Creates FY 2018-2019 main operating budget.

**Sixth Hearing, All Testimony**

## SENATE TRANSPORTATION, COMMERCE AND WORKFORCE

Tue., Mar. 21, 2017, 9:00 AM, Senate Finance Hearing Room

Sen. LaRose: 614-466-4823

### HB26\*\*

TRANSPORTATION-PUBLIC SAFETY BUDGET (MCCOLLEY R) To make appropriations for programs related to transportation and public safety for the biennium beginning July 1, 2017, and ending June 30, 2019, and to provide authorization and conditions for the operation of those programs.

**Seventh Hearing, All Testimony**

## SENATE LOCAL GOVERNMENT, PUBLIC SAFETY AND VETERANS AFFAIRS

Tue., Mar. 21, 2017, 9:45 AM, South Hearing Room

Sen. Uecker: 614-466-8082

### SB86

DAY DESIGNATION-MISSING CHILDREN (HACKETT R) To designate the twenty-fifth day of May as "Ohio National Missing Children's Day."

**First Hearing, Sponsor Testimony**

### SB60\*\*

LAW ENFORCEMENT DRONE USE (SKINDELL M, JORDAN K) To regulate the use of drones for gathering evidence and information by law enforcement officers in Ohio.

**First Hearing, Sponsor Testimony**

**Report(s):** My Tracked Bills, OML Legislative Report

### SB43

TOWNSHIP BUILDING CODES (BACON K) To enable limited home rule townships to adopt building codes regardless of any similar codes adopted by the county in which the township resides.

**Second Hearing, Proponent Testimony**

### HB59

DAY DESIGNATION-MOSES WALKER (LELAND D, WEST T) To designate October 7 as "Moses Fleetwood Walker Day."

**First Hearing, Sponsor Testimony**

## SENATE JUDICIARY

Tue., Mar. 21, 2017, 10:15 AM, North Hearing Room

Sen. Bacon: 614-466-8064

### HB1

PROTECTING DOMESTIC VIOLENCE VICTIMS (SYKES E, MANNING N) To authorize the issuance of dating violence protection orders with respect to conduct directed at a petitioner alleging dating violence, to provide access to domestic violence shelters for victims of dating violence, and to require the Attorney General's victim's bill of rights pamphlet to include a notice that a petitioner alleging dating violence has the right to petition for a civil protection order.