
Memorandum

TO: Mayor and City Council
City Manager, Finance Director, City Law Director
FROM: Roxanne
SUBJECT: General Information
DATE: March 31, 2017

CALENDAR

A. Introduction of New Ordinances and Resolutions

1. **Resolution No. 012-17**, a Resolution Authorizing a Community Reinvestment Area (CRA) Agreement between the City of Napoleon, Ohio, and Ventures in Space, Ltd. Within Napoleon CRA #7; and; Declaring an Emergency. *(Suspension Requested)*
 - Along with the Resolution , a copy of the CRA Agreement is included in the packet also.
2. **Ordinance No. 015 -17**, an Ordinance Supplementing the Annual Appropriation Measure (Supplement No. 1) for the Year 2017; and Declaring an Emergency. *(Suspension Requested)*
3. **Resolution No. 016-17**, a Resolution Authorizing the Finance Director to Transfer Certain Fund Balances from Respective Funds to Other Funds per Section 5705.14 ORC on an as needed Basis in Fiscal Year 2017 Listed in Exhibit "A", Transfer 2; and Declaring an Emergency. *(Suspension Requested)*
4. **Resolution No. 019-17**, a Resolution Authorizing Enrollment in the Ohio Rural Water Association 2018 Workers' Compensation Pool, and Authorizing the Expenditure of Funds and Directing the City Manager to enter into a Professional Service Contract with CompManagement Health Systems, Inc., a Workers' Compensation Administrator; and Declaring an Emergency.
 - a copy of the contract is attached to the Resolution.

B. Second Readings of Ordinances and Resolutions - *None*

C. Third Readings of Ordinances and Resolutions - *None*

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

1. **Discussion/Action:** *Approval of TIRC Recommendations by the Housing Council.*
 - The TIRC reports are enclosed.
2. **Discussion/Action:** *Award of the 2017 Street Striping Project.*
 - A Memorandum from Chad with his recommendation of award is attached.
3. **Discussion/Action:** *Reconsideration of Award for the New GMC Sierra 2500HD 4WD Double Cab Pickup Truck for the Electric Department.*
4. **Discussion/Action:** *Approve Purchase of 2017 Ford F550 Cab and Chassis for the Electric Department.*
 - Dennie has enclosed information for this
5. **Discussion/Action:** *on the Purchase and Installation of City Entrance Signs.*
 - Enclosed is information from Tony Cotter on the request to sole source the project.

6. **Discussion/Action:** *to direct the Law Director to Modify the Pay Ordinance to add Code Enforcement Inspector and change Senior Engineering Tech/Zoning Administrator and Front Desk Administrator.*

L. Approve Payments of Bills and Approve Financial Reports

INFORMATIONAL ITEMS

1. **MEETING AGENDAS**
 - a. Monday, April 3rd at 6:00 pm – Technology Committee
 - b. Monday, April 3rd at 6:30 pm – Housing Council
2. **MISCELLANEOUS INFORMATION**
 - a. AMP Update/March 24, 2017
 - b. OML Bulletin

Records Retention - CM-11 - 2 Years

April 2017

April 2017							May 2017						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	1	7	1	2	3	4	5	6
9	10	11	12	13	14	8	14	15	16	17	18	19	20
16	17	18	19	20	21	15	21	22	23	24	25	26	27
23	24	25	26	27	28	22	28	29	30	31			
30						29							

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Mar 26	27	28	29	30	31	Apr 1
3/26 - 31							
	2	3	4	5	6	7	8
4/2 - 7		6:00pm Technology and Communication 6:30pm Housing Council 7:00pm City Council					
	9	10	11	12	13	14	15
4/9 - 14		6:30pm Board of Public Affairs 6:30pm Electric Commi 7:00pm Water, Sewer, 7:30pm Municipal Prop	5:00pm Planning Commission			Good Friday - Offices Closed	
	16	17	18	19	20	21	22
4/16 - 21	Easter Day (United States)	Tax Day (United States) 6:00pm Ad-hoc Commi 6:00pm City Tree Com 6:15pm Park and Rec C 7:00pm City Council					
	23	24	25	26	27	28	29
4/23 - 28		6:30pm Finance and Budget Committee 7:30pm Safety and Human Resources Committee	4:30pm Civil Service Commission	6:30pm Parks and Rec Board			
	30	May 1	2	3	4	5	6
4/30 - 5/5							

CITY COUNCIL

Meeting Agenda

Monday, April 03, 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 20, 2017 (Regular Council Meeting)
2. March 27, 2017 (Special Council Meeting)

D. Citizen Communication

E. Reports from Council Committees

1. **Finance and Budget Committee** met on March 27, 2017; and
 - a. Recommend to Council Approval of First Quarter Budget Adjustments.
 - b. Recommend to Council Approval of Transfer of Funds as part of First Quarter Budget Adjustments.
 - c. Tabled Review of Credit Card Usage Policy.
2. **Safety and Human Resources Committee** met on March 27, 2017; and
 - a. Directed the Law Director to bring back to the committee a draft of the recommended changes to Section 197.18 of the Personnel Code.
3. **Technology and Communications Committee** met earlier tonight and discussed costs for an email exchange server.
4. **Housing Council** met earlier tonight and reviewed the TIRC Recommendations.

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

1. **Civil Service Commission** did not meet due to lack of agenda items
2. **Park and Rec Board** met on March 29, 2017 with the following agenda items:
 - a. Update on Spring and Summer Recreation Programming.
 - b. Discussion on Department Staffing.

G. Introduction of New Ordinances and Resolutions –

1. **Resolution No. 012-17**, a Resolution Authorizing a Community Reinvestment Area (CRA) Agreement between the City of Napoleon, Ohio, and Ventures in Space, Ltd. Within Napoleon CRA #7; and; Declaring an Emergency. *(Suspension Requested)*
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H. Second Readings of Ordinances and Resolutions - None

I. Third Readings of Ordinances and Resolutions - None

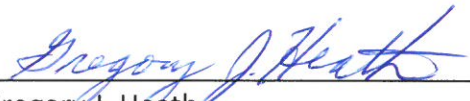
J. Good of the City (Any other business as may properly come before Council, including but not limited to):

1. **Discussion/Action:** Approval of TIRC Recommendations by the Housing Council.
2. **Discussion/Action:** Award of the 2017 Street Striping Project.
3. **Discussion/Action:** Reconsideration of Award for the New GMC Sierra 2500HD 4WD Double Cab Pickup Truck for the Electric Department.
4. **Discussion/Action:** Approve Purchase of 2017 Ford F550 Cab and Chassis for the Electric Department.
5. **Discussion/Action:** on the Purchase and Installation of City Entrance Signs.
6. **Discussion/Action:** to direct the Law Director to Modify the Pay Ordinance to add Code Enforcement Inspector and change Senior Engineering Tech/Zoning Administrator and Front Desk Administrator.

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 (1st Monday)

(Next Regular Meeting: Monday, May 1, 2017 @6:15 pm)

2. Electric Committee (2nd 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 (2nd Monday)

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

4. Municipal Properties, Buildings, Land Use & Economic Development Committee (2nd 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 (3rd Monday)

(Next Regular Meeting: Monday, April 17, 2017 @6:15 pm)

6. Finance & Budget Committee (4th Monday)

(Next Regular Meeting: Monday, April 24, 2017 @6:30 pm)

- a. Review of Credit Card Usage Policy (Tabled)

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

(Next Meeting: Monday, April 24, 2017 @7:30 pm)

- a. Review Proposed Changes to Personnel Code Section 197.18 (Vacation)

8. Personnel Committee (as needed)

9. Ad Hoc Committee on Organizational Health and Strategic Vision (Next Meeting: Mon., April 17, 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 (2nd 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 (2nd Tuesday)

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

3. Planning Commission (2nd Tuesday)

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

4. Tree Commission (3rd Monday)

(Next Regular Meeting: Monday, April 17, 2017 @6:00 pm)

5. Civil Service Commission (4th Tuesday)

(Next Regular Meeting: Tuesday, April 25, 2017 @4:30 pm)

6. Parks & Recreation Board (Last Wednesday)

(Next Regular Meeting: Wed., April 26, 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 (2nd Tuesday in June & December)

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

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

10. Health Care Cost Committee (As needed)

11. Preservation Commission (As needed)

12. Infrastructure/Economic Development Fund Review Committee (as needed)

13. Tax Incentive Review Council (as needed)

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

15. 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 of Napoleon, Ohio
CITY COUNCIL

Meeting Minutes

Monday, March 20, 2017 at 7:00 PM

PRESENT

Council

Patrick McColley- Council President Pro-Tem, Jeff Comadoll, Rita Small, Dan Baer, Joe Bialorucki, 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

Robert Weitzel- Police Chief; Lt. Dave Mack

Others

News Media, NCTV, Jerry Tonjes

ABSENT

Councilmember

Travis Sheaffer

Prayer

Council President Pro-Tem McColley called the meeting to order at 7:00 pm with the Lord's Prayer.

Approval of Minutes

Minutes from the March 06, 2017 City Council meeting and March 10, 2017 Special City Council Meeting stand approved as read with no objections or corrections.

Citizen Communication

None.

Council Committee Reports

Council President Pro-Tem McColley reported that the **Electric Committee** met on March 13, 2017 and will talk about all the items later in the meeting.

Water and Sewer Committee met on March 13, 2017 and Chairman Comadoll reported that the City Manager reviewed the refuse and recycling programs.

Municipal Properties, Building, Land Use and Economic Development Committee met on March 13, 2017 and Chairman McColley reported Roundhouse Road, Downtown Improvements and Parking Spaces were discussed with all three items being tabled and removed Zoning Code Review from the agenda, but that may have to be talked about later.

Ad-hoc Committee on Organizational Health and Strategic Vision met earlier tonight and Acting Chairman Maassel reported quite a few things were talked about, the committee will meet again in April to figure out some stuff and we are potentially looking at updating the City's master plan.

Parks and Rec Committee did not meet due to lack of agenda items.

Introduction of Resolution No.009-17 Contracts with Townships and HCSJAD

Council President Pro-Tem McColley read by title 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)

**Motion to Approve
Credit Next Month's
Billing Cycle for Active
Customers**

Motion: Comadoll Second: Bialorucki
to Credit Next Month's Billing Cycle for Active Customers for the PSCAF Error.

Discussion

Heath explained an error was discovered in the kWh number used as a divisor, the number picked up was the kWh actually billed by the City, not billed by AMP. Typically you receive more power than what you bill out, with City billed kWh being a lower number that increased the dollar amount on the PSCAF. The dollar amount to be credited back over the whole customer base is around \$529,470, a typical residential account would see a credit of approximately \$30-\$50 maybe more, it is totally dependent on kWh used. If approved, we are capable of applying the credit on the April billing cycle.

Passed
Yea-6
Nay-0

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

**Develop Claims Review
Process for Inactive
Electric Accounts**

Heath stated this is regarding the inactive electric accounts, there are a lot of different issues involved with these accounts, we are working on a recommendation on how to address these and will present that to the BOPA at their April meeting. These accounts represent about \$14,680 of the error.

**Motion to Approve
Waive Debit Balances for
the PSCAF Only**

Motion: Baer Second: Small
To Waive Debit Balances for the PSCAF only created by the PSCAF Error for the Periods that the Error Covers.

Discussion

Heath explained because there was a fifteen month billing period, there are accounts during that period with a debit. We are recommending that sum, that is a little less than \$300, be put back on the active billing. It is our recommendation to not pursue the approximately twenty accounts, to just write them off.

Passed
Yea-6
Nay-0

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

**Motion to Approve
Interest Earned on the
Money form the PSCAF
Error be Credited to the
next PSCAF Computation**

Motion: Mires Second: Small
That the Interest Earned on the Money from the PSACF Error be Credited to the next PSCAF Computation and not Individual Accounts.

Discussion

Heath said this amount computes out to approximately \$2,390 and to get that back to each individual would be a difficult computation to do; therefore, I recommend that amount back be allocated to the whole customer base through the PSCAF.

Passed
Yea-6
Nay-0

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

Approval of Plans and Specifications for Park St. Improvements Phase 2

Mazur said this is a one-year project on Park Street from Glenwood to Sheffield, the Engineer's Estimate is \$750,000. Sidewalks will need to be discussed. Maassel asked if traffic will be maintained during construction, there are feeder streets off of Park Street we do not want to disrupt the lives of people too much plus safety vehicles will need a way to get in. Every time we do one of these projects, we have sidewalk discussions. Mazur said currently the homeowner has to pay to have sidewalks put in if there is not an existing sidewalk. Other cities do as one big project and assess the property owner for the cost of the sidewalks this can be cheaper for the property owner by spreading out the cost overtime.

Motion to Approve Plans and Specifications

Motion: Comadoll Second: Bialorucki
Approval of Plans and Specifications for Park Street Improvements ~ Phase 2 (L.T.C.P. Project No. 17C & 11E ~ Partial).

Passed
Yea-6
Nay-0

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

President Pro-Tem McColley assigned to the Municipal Properties, Buildings, Land Use and Economic Development Committee Discussion on Sidewalks (more of a permanent fix).

Approve Purchase of New GMC Sierra Pickup Truck for Electric Department

Mazur stated the pickup truck for the Electric Department is off of the state term contract, it is a replacement vehicle that is in the budget.

Motion to Approve Purchase

Motion: Small Second: Comadoll
To Approve the Purchase of a New GMC Sierra 2500HD 4WD Double Cab Pickup Truck for the Electric Department

Passed
Yea-6
Nay-0

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

Award of Professional Design Services Contract for the Williams Pumping Station Replacement Project to Stantec

Mazur said this went through the Quality Based Selection process and with the infinite knowledge Stantec has of our sewer system we are recommending that the contract be awarded to Stantec for \$88,500.00 which is within our budgeted amount.

Motion to Award

Motion: Comadoll Second: Bialorucki
To Award the Professional Design Services Contract for the Williams Pumping Station Replacement Project to Stantec Consulting Services Inc.

Passed
Yea-6
Nay-0

**Award of Hobson St. WL
Improvements-Phase 2
to Bryan Excavating**

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

Mazur reported it is our recommendation to award the contract to Bryan Excavating in the amount of \$239,779.00; the engineer's estimate was \$300,000 the project is funded with a CDBG grant.

Motion to Award

Motion: Comadoll Second: Bialorucki
Award of the Hobson Street Waterline Improvements ~ Phase 2 to Bryan
Excavating for \$239,779.00.

Passed
Yea-6
Nay-0

**Accept Donation from
Napoleon Alive**

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

Mayor Maassel stated Napoleon Alive held a fundraiser in February and donated some of the proceeds to the City for our new welcome signs. With this donation,

Accept Donation from Napoleon Alive

Mayor Maassel stated Napoleon Alive held a fundraiser in February and donated some of the proceeds to the City for our new welcome signs. With this donation, we have enough to put up four signs and our goal is to have them up before Rib Fest. Areas we would like to place the signs at includes St. Rt. 108 by the fairgrounds, on Scott Street, out by the hospital on Riverview and one by the high school, that sign will have at the bottom "Home of the Wildcats". To help lower costs, our guys will do the site work. These signs will be movable.

Motion to Accept Donation

Motion: Comadoll Second: Baer
To Accept the Donation from Napoleon Alive for New Monument Entrance Signs to
the City.

Passed
Yea-6
Nay-0

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

President Pro-Tem McColley asked that our regards be sent to Napoleon Alive thanking them for this donation.

First Quarter Budget Adjustments Referred to Finance and Budget Committee

President Pro-Tem McColley referred the First Quarter Budget Adjustments to the Finance and Budget Committee.

Around the Table

Heath

Heath mentioned that included in the Financial Reports is the “Notice to Legislative Authorities-Objections to Renewal of a Liquor Permit”. If there is an objection to any of the renewals, legislation must be passed and submitted to the Division of Liquor Control by May 2nd. Chief Weitzel said the Police Department does not have any objections to any of the liquor licenses.

Bialorucki	Bialorucki – I would like to thank the Police, Fire and other city departments for the awesome job they did on Friday with the unexpected snow, everything all city employees did on that day was much appreciated.
Small	Small-Nothing.
McColley	McColley-Nothing.
Maassel	<p>Maassel asked if we have an idea if and when the trustees are coming back.</p> <p>Is there better time for the BOPA and Electric Committee to meet and approve the PSCAF before it goes out to avoid having to approve potentially incorrect numbers, I know this is the first time it has ever happened, how would you change committee schedules.</p> <p>Heath told him we do not get the data until about this time every month it would have to be after approximately this date and prior to the first which would mean they would have to meet on the fourth Monday.</p> <p>The security procedures inside financial institutions like ours are a whole lot better than other institutions.</p> <p>Greg, I know this has been tough for you to go through with all the changes and I appreciate the way you have conducted what is called “doing harder right than easier wrong”.</p>
Comadoll	<p>Comadoll-at the back of WalMart, there is a license out there from the City of Napoleon that expired December 31 of last year, do you have an idea what that would be for?</p> <p>Heath informed him the only permits I am aware of is either an amusement or refuse license.</p> <p>Another thing I’ve noticed lately driving around is two different license plates on a vehicle. I asked Jeff tonight since he works at the BMV and he said they have not changed any laws.</p>
Baer	<p>Baer–Earlier this evening we had our Strategic Vision meeting and will continue next month. As a result of that Joel had a representative there from Napoleon Alive sharing information about the beautification proposal. Publicly, I would like to thank that organization for what they are planning on doing, they have Phase 1 lined up with more details coming up in the future and will work with the downtown improvement project this summer. I would like to congratulate them for being willing to organize that.</p> <p>The Safety and Human Resources will meet next Monday at 7:30 pm with entire Council in a special meeting focusing on vacation.</p>
Mires	Nothing
Harmon	Harmon—I would like to request an Executive Session for pending litigation and also one for Economic Development.

Mazur

Mazur–Tom Zimmerman turned in his resignation letter, Tom has been with us for a while and is moving on to Wood County Building inspection. Wood County is our backup for residential and they will continue to do if needed. I am looking at having discussions with Wood County to see if we can enter into a contract with them to take over just the inspection portion of it long term. We will need to figure out how we are going to handle the zoning, planning and code enforcement aspects of Tom’s job. I am working with staff right now, trying to figure out job duties for a hopefully smooth transition.

Comadoll

Comadoll-this Thursday and Friday we have two teams in our neighboring communities, Wauseon and Archbold, going to play at the state basketball tournament, want to show our support from the boys of Napoleon.

Motion to go Into Executive Session for Economic Development

Motion: Small Second: Mires
To go into executive session for Economic Development.

Passed
Yea-6
Nay-0

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

Motion to go Into Executive Session for Pending Litigation

Motion: Comadoll Second: Bialorucki
To go into executive session for Pending Litigation.

Passed
Yea-6
Nay-0

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

Into Executive Session

Went into Executive Session at 7:52 pm.

Motion to Come Out of Executive Session on Economic Development

Motion: Comadoll Second: Bialorucki
To come out of executive session for economic development.

Passed
Yea-6
Nay-0

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

President Pro-Tem McColley reported executive session for economic development and no action was taken.

Motion to Come Out of Executive Session on Pending Litigation

Motion: Bialorucki Second: Small
To come out of executive session on pending litigation.

Passed
Yea-6
Nay-0

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

Out of Executive Session

**Motion to Direct Law
Director to Draft
Legislation for a CRA
Agreement Between City
and Ventures in Space,
Ltd.**

Passed
Yea-6
Nay-0

President Pro-Tem McColley referred to the Special Council Meeting for next Monday, March 27th TIRC Review/Approval.

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

Motion: Comadoll
to adjourn.

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

Meeting adjourned at 8:36 pm.

April 03, 2017

Patrick McColley, Council President Pro-Tem

Jason P. Maassel, Mayor

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Records Retention: FIN-33 Permanent

City of Napoleon, Ohio
Joint Special Meeting

of

City Council

With the Safety and Human Resources Committee

Meeting Minutes

Monday, March 27, 2017 at 7:30 PM

PRESENT

Councilmembers

Finance Director/Clerk

City Manager

Law Director

City Staff

Recorder

Others

ABSENT

Councilmember

Call To Order

**Review of Personnel
Code Section 197.18
(Vacations)**

Travis Sheaffer-Council President; Jeff Comadoll, Dan Baer, Jeff Mires, Joe Bialorucki, Rita Small

Gregory J. Heath

Joel Mazur

Billy D. Harmon

Chad E. Lulfs-Public Works Director; Clayton O'Brien-Fire Chief; Morgan Druhot-Human Resources

Roxanne Dietrich

Newsmedia

Patrick McColley

Council President Sheaffer called the meeting to order at 7:36 pm.

Review of personnel code 197.18 (vacation)

City Manager Mazur explained we are looking at three things: prior service credit from another public service, allowing the City Manager to negotiate vacation for new employees coming in, and accrual use where we can use vacation as you accrue the time. Sheaffer stated the Personnel Committee recommends in 197.18(a) in second sentence delete from "after to hire date" and insert *which will be accrued from start date*.

197.18(d) in the first sentence delete "except first years of service" basically an employee coming from a public subdivision could get a credit and can put date on that when will start.

Comadoll responded that does not help engineering with someone coming in from the outside.

Sheaffer said that could be part of the City Manager negotiating.

197.18(e) second line after "balance" delete rest of sentence.

197.18(h) A. Delete and put in "*All employees (not elected officials) who are employed by the City of Napoleon shall have all their public service with the State of Ohio or any of its political subdivisions credited pursuant to Ohio RC 9.44(A).*"

1-Accrue and use from day one can add section setting minimum amounts;

2-give credit for public service with State of Ohio subdivision pursuant to ORC based on accrual rate; and

3-allow appointing Authority ability to negotiate.

Comadoll stated nothing over eighty hours should be credited.

Heath asked if someone brings in eighty hours can they cash that out later?

Other Matters
Code Enforcement
Position

Lulfs said we are talking only about all future employees shouldn't we put in a employees hired after "this" date (a date to be determined would be inserted).

Mazur said tomorrow is Tom Zimmerman's last day. Our plan is to have a code enforcement plan with Wood County and will ask if they will cover building inspections also, already do our commercial inspections. Zoning and planning duties will be covered by Mark Spiess, I will bring to council next week to look at increasing pay at a nominal amount. Becca is still part time and suggest making her full time. We have created a part-time code enforcement position. I would recommend starting next week.

Harmon questioned that the nuisance inspections would be covered by the code enforcement position and Mazur assured him they would be.

Motion To Adjourn

Motion: Bialorucki

Second: Small

To adjourn the meeting.

Passed
Yea-6
Nay-0

Roll call vote on the above motion:

Yea-Baer, Mires, Bialorucki, Small, Sheaffer, Comadoll
Nay-

Adjournemnt

Meeting was adjourned at 8:09 pm.

Approved

April 3, 2017

Travis Sheaffer, Council President

RESOLUTION NO. 012-17

A RESOLUTION AUTHORIZING A COMMUNITY REINVESTMENT AREA (CRA) AGREEMENT BETWEEN THE CITY OF NAPOLEON, OHIO, AND VENTURES IN SPACE, LTD. WITHIN NAPOLEON CRA #7; AND DECLARING AN EMERGENCY

WHEREAS, the Ohio Reinvestment Area Program, pursuant to Ohio Revised Code Chapter 3735, authorizes the City to grant real property tax exemptions on eligible new investments; and,

WHEREAS, the City by Resolution 114-01 adopted on October 1, 2001 that designated an area (CRA 7) as a Community Reinvestment Area pursuant to Ohio Revised Code Chapter 3735 and, with the adoption of Resolution No. 65-02 adopted June 17, 2002 enlarged the area; and,

WHEREAS, the Director of Development determined that the area so designated by the City contained the characteristics set forth in Ohio Revised Code Section 3735.66; and,

WHEREAS, the Director of Development certified the area as a community reinvestment area known as Zone No. 069-53550-02 (the "Area"); and,

WHEREAS, Ventures in Space, LTD made application that will involve a total capital investment in real property currently estimated at \$2,000,000.00, plus or minus ten percent (10%), in development of office space and manufacturing space by way of building(s), approximate size being 100,000 square feet (total), and appurtenances at the site located on parcel number 28-0700780000, Independence Drive, Napoleon, Ohio; and,

WHEREAS, it was recommended by the Director of the County Community Improvement Corporation of Henry County, Ohio, contracted administrator of the CRA's for the City, that Ventures in Space, LTD. receive a one hundred percent (100%) abatement for fifteen (15) years on the proposed real property improvements; and,

WHEREAS, the appropriate school(s) were provided with all legally-required notices; and,

WHEREAS, the Napoleon Area City School District Board of Education, either waived the timeliness of the notice requirement(s) and approved the proposed agreement or, timely received the notice(s) and made approval; **Now Therefore**,

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

Section 1. That, the City approves and consents to a certain Community Reinvestment Area Agreement with Ventures In Space, LTD, in substantially the form as being currently on file with the City Finance Director, Agreement No. 2017-09, subject to any changes deemed appropriate by the City Manager and approved as to form and correctness by the City Law Director; said agreement having been reviewed by this Council.

Section 2. That, the City Manager is both authorized and directed to execute the Community Reinvestment Area Agreement as referred to in Section 1 of this Resolution in the name of and on behalf of the City.

Section 3. 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 Ohio Revised Code Section 121.22 and the Codified Ordinances of the City of Napoleon, Ohio.

Section 4. That, if any 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 expeditiously proceed with this development project for the economic welfare of the inhabitants of the City; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law. Further, the Emergency Clause is necessary to begin the construction process 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. 012-17 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____, 20____; and I further certify the compliance with the 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

2017 COMMUNITY REINVESTMENT AREA AGREEMENT

between

CITY OF NAPOLEON, OHIO

and

VENTURES IN SPACE, LTD.

Dated

as of

March XX, 2017

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Appendix "A" - Application of the Enterprise for Exemptions

Appendix "B" - Improvements

Appendix "C" - The Real Property

This Community Reinvestment Area Agreement (the "Agreement") is made and entered into by and between the City of Napoleon, Ohio, a municipal corporation located at 255 W. Riverview Avenue, Napoleon, Ohio 43545 (the "City") and Ventures in Space, Ltd., a limited liability partnership organized under the laws of Ohio, located at 11495A SR 15, Montpelier, Ohio 43543 (the "Enterprise"), under the circumstances summarized under the following recitals (capitalized words and terms used in the recitals and not otherwise defined shall have the meanings assigned to such words and terms in Section I of this Agreement):

WHEREAS, the City by Resolution adopted on October 1, 2001 designated an area (CRA 7) as a Community Reinvestment Area pursuant to Ohio Revised Code Chapter 3735; and,

WHEREAS, the Director of Development determined that the area so designated by the City contained the characteristics set forth in Ohio Revised Code Section 3735.66; and,

WHEREAS, the Director of Development on November 20, 2001, certified the area as a community reinvestment area known as Zone No 7 (the "Area"); and,

WHEREAS, the City encourages the development of real property in the Area; and,

WHEREAS, the Enterprise desires to construct and install a Project at the Facility in the Area if incentives are available to support the economic viability of the Project; and,

WHEREAS, the City has the authority to exempt the Project from the real property taxes in accordance with Ohio Revised Code Chapter 3735; and,

WHEREAS, the Enterprise has submitted an application to the City through the City's agent for economic development, the Community Improvement Corporation of Henry County, Ohio (the "CIC"), for such tax exemptions, a copy of which is attached as Appendix "A" and is incorporated as part of this Agreement; and,

WHEREAS, the Enterprise has remitted to the City the required state application fee of \$750.00 made payable to the Ohio Department of Development to be forwarded to the Director of Development with a copy of this Agreement; and,

WHEREAS, the Housing Officer for Community Reinvestment Area No. 7 for the City has investigated the application of the Enterprise and has recommended the same to the City of Napoleon Council on the basis that the Enterprise is qualified by financial responsibility and business experience; further, that in granting the CRA Agreement, new construction or remodeling will be made in CRA # 7 which will serve to encourage economic stability, maintain real property values, and generate new employment opportunities; and,

WHEREAS, the determination of the tax incentive is calculated on the investment made in the construction of the industrial speculative building and paving after all the existing structures have been completely cleared from the project site. The value of the improvements being determined by the Henry County Auditor; and,

WHEREAS, the Project is located in the Napoleon Area City School District and within Four County Career Center District; and,

WHEREAS, the Board of Education of the appropriate School District(s) required to be notified has been notified in accordance with Sections 3735.671 and 5709.83 of the Ohio Revised Code and has been given a copy of the Application with the stated percentages of the value of the real property to be exempted, an estimate of the true value of that property, and the number of years that property will be exempted; and,

WHEREAS, the School Board adopted a resolution (i) consenting to the Agreement; and, (ii) waiving the required notice period that the City may act on approval of the Agreement; and,

WHEREAS, pursuant to Section 3735.67(A) and in conformance with the format required under 3735.671(B) of the Ohio Revised Code, the parties hereto desire to set forth their Agreement with respect to matters hereinafter contained; and,

WHEREAS, the School Board has filed or will file a certified copy of its Resolution with the City; and,

NOW, THEREFORE, on the basis of the foregoing recitals and in consideration of the representations, agreements, and covenants of the City and the Enterprise contained in this Agreement, the City and the Enterprise agree as follows:

Section 1. Definitions. In addition to words and terms defined elsewhere in this Agreement:

"Application" means an Application for Real Property Tax Exemption and Remission (Form DTE 24) and any successor form to that form.

"Area" means Community Reinvestment Area Zone 069-53550-02 Napoleon #7 located in the City as certified by the Director of Development.

"City" means the City of Napoleon, Ohio

"County" means Henry County, Ohio.

"County Auditor" means the Auditor of Henry County, Ohio.

"Department of Development" means the Department of Development created pursuant to Ohio Revised Code Section 121.02.

"Director of Development" means the Director of the Department of Development.

"Enterprise" means the entity named in the application seeking the CRA Agreement, including its approved assigns and transferees.

"Facility" means the Enterprise's facilities located on the Real Property.

"Four County" means the Four County Career Center, a Joint Vocational School District under Ohio law whose school district boundaries encompass the Facility.

"Housing Officer" means the person or entity designated as the Housing Officer by the City for the Area.

"Improvements" means the improvements to the real property resulting from the Project, as more fully described in Appendix "B", incorporated into the Agreement by reference thereto.

"Lessee" [if applicable] means generally, the person, business, corporation, or other entity, that leases the facility from the Enterprise;

"Project" means the development of the Facility through the construction, acquisition, and installation of the Improvements.

"Project Completion Date" means August 31, 2017, even though the actual completion date may be earlier.

"Real Property" means the real property described in Appendix "C", incorporated into the Agreement by reference thereto.

"School Board" means the Board of Education of the School District.

"School District" means the Napoleon Area City School District.

"TIRC" means the Tax Incentive Review Council created pursuant to Ohio Revised Code Section 5709.85 and Napoleon City Council Resolution Numbers 106-00 and 119-00.

Section 2. Interpretation. Any reference in this Agreement to the City, or to other public bodies or entities, or their members, officers or employees, shall include those who succeed to their functions, duties or responsibilities by operation of law and those who at the time may legally act in their place.

Any reference to a section, chapter, division, paragraph or other provision of the Ohio Revised Code shall include that section, chapter, division, paragraph or other provision as from time to time amended, modified, supplemented, revised, or superseded.

Unless the context clearly otherwise indicates, words importing the singular number shall include the plural number, and vice versa; the terms "hereof", "hereby", "herein", "hereto", "hereunder" and similar terms refer to this Agreement; and the term "hereafter" means after, and the term "heretofore" means before, the date of this Agreement. Words of any gender include the correlative words of the other genders. Reference to a "Section" or an "Appendix" is a

reference to a Section of or an Appendix to this Agreement. All Appendix(s) is/are part of this Agreement.

The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope or the intent of any Section.

Section 3. The Project. The Project will involve a total capital investment in real property of currently estimated at \$2,000,000.00, plus or minus 10% in development of an industrial building, approximate size being 100,000 square feet, and appurtenances at the site located on parcel #:28-0700780000, Independence Drive, Napoleon, Ohio.

(a) A description of all the investments to be made at the facility including: value of new real property shall be as in Appendix(s) "A" and "B", incorporated into this Agreement by attachment hereto.

(b) The Project will commence by April, 2017 and all acquisition, construction, and installation of the Project will be completed by August 31, 2017.

(c) The total investment of this construction project is greater than the 10% of market value of the facility assets already owned at the site prior to such expenditures.

Section 4. Enterprise's Representations. The Enterprise certifies that:

(a) The Project, being speculative, is to draw an industrial interest in the Project and therefore lease said Project. Total creation of jobs is unavailable as it is dependent on the end use and lessor upon completion of the Project.

(b) Enterprise currently has approximately five (5) full-time permanent employees, no part-time permanent employees and no temporary employees within this State.

(c) It does not owe any delinquent real or tangible personal property taxes to any taxing authority or in the State of Ohio, and does not owe any delinquent taxes for which it is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753, or, if such delinquent taxes are owed, it currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against it. For purposes of this paragraph (d) "delinquent taxes" are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

Section 5. City Obligations.

(a) The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

(b) If for any reason the City revokes the designation of the Area, the City shall continue to grant the entitlements under this Agreement for the number of years specified under this Agreement, unless the Enterprise materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation pursuant to this Agreement.

Section 6. Enterprise's Covenants and Agreements. The Enterprise covenants and agrees that:

(a) Regarding the construction, the Enterprise will make a minimum investment of \$2,000,000.00, plus or minus 10%.

(b) The Enterprise shall use its best efforts to employ, or cause the employment of, residents of the County for any new job opportunities created at the Facility during the duration of this Agreement.

(c) The Enterprise shall provide, or cause to be provided, to the TIRC any and all information requested by the TIRC that is reasonably necessary for the TIRC to evaluate the applicant's compliance with the Agreement, including returns filed pursuant to Section 5711.02 of the Ohio Revised Code if requested by the TIRC.

(d) The Enterprise shall pay such real and tangible personal property taxes on property located in the County that are not exempt pursuant to this Agreement, other tax abatement agreements, or by law. The Enterprise shall file all tax reports and returns required by law.

(e) The Enterprise shall file two copies of the Application with the County Auditor prior to the first year for which real property taxes on the Improvements would be taxable if the Improvements were not exempt from taxation pursuant to this Agreement. The Enterprise acknowledges that exemptions from real property taxes granted by this Agreement are not effective until an Application has been filed with the County Auditor and forwarded to the Ohio Department of Taxation.

(f) The Enterprise will perform such other acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain the exemptions granted by this Agreement, including, without limitation, executing documents and providing certifications required in connection with those exemptions.

(g) The Enterprise has made no false statements to the City, the School District, or the State of Ohio in the process of obtaining the exemptions granted by this Agreement.

Section 7. Exemptions.

(a) The City, with consent of the School District and upon notification to the Four County, hereby grants the Enterprise a 100% exemption, pursuant to Section 3735.67 of the Ohio Revised Code for eligible real property, from real property taxes for a period of 15 years for the Improvements. The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after January 1 2018, nor shall extend beyond December 31, 2028. The maximum investment for the Improvements to qualify for the exemption granted in this paragraph is \$2,000,000.00.

(b) The description of the specific real property to be exempted is as described in Appendix(s) "A", "B" and "C".

(c) The Enterprise shall pay such real and tangible personal property taxes as are not exempted under this Agreement and are charged against such property and shall file all tax reports and returns as required by law.

Section 8. Annual Fee. The Enterprise shall pay an annual fee equal to the greater of ten percent of the dollar value of the incentives offered by this Agreement; a minimum of 10 percent or no less than \$2,500 which is supportive of a CIC membership, supporting monitoring, and administration of the agreement.

The City or its agent shall calculate the amount of the fee and shall mail an invoice for the fee to the Enterprise on or before September 1st of each year within which any taxes are abated pursuant to this Agreement. The invoice shall be paid by the Enterprise to the City or its agent within the thirty (30) days immediately following the invoice date.

Section 9. Compensation Payments. The Enterprise is hereby granted a one-hundred percent (100%) abatement through-out the fifteen year (15) agreement.

Section 10. Events of Default and Remedies. The occurrence of any of the following shall be considered an Event of Default by the Enterprise under this Agreement.

(a) If the Enterprise materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the City may terminate or modify the exemptions from taxation granted under this Agreement, and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this Agreement; further, the City may, at its option, secure repayment of such taxes by a lien on the exempted property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on the real property.

(b) Exemptions from taxation granted under this Agreement shall be revoked if it is determined that the Enterprise, any successor enterprise, or any related member (as those terms are defined in Section 3735.671 of the Ohio Revised Code) has violated the prohibitions against entering into this Agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

(c) If the Enterprise fails to pay such taxes or files such returns and reports as required by law concerning this exemption, exemptions from taxation granted under this Agreement shall be rescinded beginning with the year for which such taxes are charged or such reports are required to be filed and thereafter.

(d) If the Enterprise fails to provide information requested by the TIRC or to file copies of all Applications with the TIRC, then this Agreement may be terminated.

(e) The minimum investment for the Improvements is less than that stated in Section 6 after the Project completion date, then this Agreement may be terminated.

(f) The Enterprise made material false statements to the City in the process of obtaining the exemptions granted by this Agreement, then this Agreement may be terminated.

(g) The Enterprise fails to pay the annual fee required by Section 8, or any of the compensation payments required by Section 9, then this Agreement may be terminated.

Section 11. Notices and Payments. All notices required by this Agreement shall be in writing and either mailed by first class U.S. mail, postage prepaid, addressed to the person or persons to be so notified or delivered by personal delivery to such person. Notice shall be deemed given on the earlier of the day the notice is mailed or personally delivered.

Payments must be received by the person entitled to payment on or before the date specified in this Agreement.

All notices and applicable payments shall be delivered to the following addresses; original payments from Enterprise to the City shall be mailed to the Henry County CIC:

(a) To the City: City of Napoleon, Ohio
c/o City Manager
255 West Riverview
Napoleon, Ohio 43545

With a Copy to: Henry County CIC
c/o Executive Director
104 East Washington Street
Suite 301
Napoleon, Ohio 43545

- (b) To the Enterprise: Ventures in Space, Ltd.
11495A SR 15
Montpelier, Ohio 43543
- (c) To the County Auditor: Auditor
County of Henry, Ohio
660 N. Perry Street
P.O. Box 546
Napoleon, Ohio 43545
- (d) To the School District: Napoleon Area City School District
c/o Treasurer
701 Briarheath Ave.
Napoleon, Ohio 43545
- (e) To Four County: Four County Career Center
c/o Superintendent
22-900 State Route 34
Archbold, Ohio 43502
- (f) To the TIRC: Henry County CIC
c/o Executive Director
Suite 301
104 East Washington Street
Napoleon, Ohio 43545

Section 12. Miscellaneous.

(a) The Enterprise shall provide to the proper tax incentive review council any information reasonably required by the TIRC to evaluate the applicant's compliance with the Agreement, including returns filed pursuant to Section 5711.02 of the Ohio Revised Code if requested by the TIRC.

(b) If for any reason the Area designation expires, or the Director of Development revokes the certification of the Area, or the City revokes the designation of the Area, the exemptions granted by this Agreement shall continue as provided in this Agreement.

(c) No individual shall be denied employment at the Facility on the basis of race, religion, gender, disability, color, national origin, or ancestry.

(d) This Agreement is not transferable or assignable without the written consent of the City, and the Enterprise acknowledges that the City may not give that consent if the School District objects to any transfer or assignment; however, the exemptions provided in this Agreement may be applicable and assignable (upon notice to the City) to entities that are directly and immediately related to the Enterprise that may already have indirect ownership of the property subject to the exemption, without prior written approval from the City.

(e) This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

(f) This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and in accordance with the laws of the State of Ohio.

(g) Any legal action regarding this Agreement shall be filed in the Court of Common Pleas of Henry County, Ohio, or, in case of Bankruptcy, the appropriate Bankruptcy Court.

(h) The Enterprise acknowledges that this Agreement must be approved by formal action of the City Council of Napoleon, Ohio as a condition for the Agreement to take effect. This Agreement takes effect upon such approval and upon execution by the parties.

(i) In the event that any part or provision of this Agreement is held invalid or void by a court of competent jurisdiction, only that part or provision shall be invalid or void and the parts or provisions not held invalid or void shall remain in full force.

(j) This Agreement shall be construed as mutually drafted by the parties.

(k) Time is of the essence.

(l) The Enterprise expressly agrees to waive and forego its rights to appeal the Auditor's determination on the value of the investment stated in this Agreement.

(m) The preamble of this Agreement shall be incorporated into this Agreement as part thereof.

(n) Any obligation of the City to pay money under this Agreement is subject to appropriation of funds by the City.

IN WITNESS WHEREOF, the City and the Enterprise have caused this Agreement to be executed on their behalf by their respective duly authorized officer or representative, all as of and effective upon the date printed on the cover page of this Agreement.

AGREED TO:

CITY OF NAPOLEON, OHIO

By: _____
City Manager

VENTURES IN SPACE, LTD.

By: _____
Sean Rupp, Owner

CONSENTED TO:

Napoleon Area City School District

By: Stephen R. Top
Superintendent

APPROVED AS TO FORM AND CORRECTNESS:

Prosecuting Attorney

Appendix "A"

APPLICATION CRA
(POST-1994)

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the
(local legislative authority) located in the County of Henry and
Ventures in Space, Ltd.

1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

Ventures in Space , Ltd
Enterprise Name

Sean Rupp
Contact Person

11495A SR 15 Montpelier, OH 43543
Address

419-485-2500
Telephone Number

- b. Project site:

Independence Dr. Napoleon, OH

Sean Rupp
Contact Person

Independence Dr. Napoleon, OH
Address

419-485-2500
Telephone Number

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

This is building is being put up as a Spec building. We cannot conclude what the exact end use will be.

- b. List primary 6 digit North American Industry Classification System (NAICS) # EIN # 34-1734873

Business may list other relevant SIC numbers. _____

- c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred: _____

d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

Ventures in Space, Ltd is a limited liability partnership

3. Name of principal owner(s) or officers of the business.

Sean & Lauri Rupp

4. a. State the enterprise's current employment level at the proposed project site:

0

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes___ No___x

c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

N/A

d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

5

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

0

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

N/A

5. Does the Property Owner owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?
Yes ___ No x

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes ___ No x

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?
Yes ___ No x

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).

6. Project Description: Ventures in Space, Ltd. is planning to construct a speculative 100,000 square feet industrial facility in Napoleon, Ohio, with the hopes of drawing industry to the community. Given the increase in industrial inquiries and the lack of good space in this size range price range we feel that we have a good opportunity to attract some new business much as we have in the past with the DIT facility on independence drive

7. Project will begin April of 2017 and be completed August of 2017
provided a tax exemption is provided.

8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):

This is highly dependent on the tenant we attract as are the wage rates. The only thing we can guarantee is the number of sub contractors that will be working in town for the summer to complete the task. This project is speculative and must be thought of as an effort to attract new people and employers to the area in the long run.

b. State the time frame of this projected hiring: 0 yrs.

- c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

0

9. a. Estimate the amount of annual payroll such new employees will add \$ N/A
(new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

- b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ N/A

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

A. Acquisition of Buildings:	\$ <u>N/A</u>
B. Additions/New Construction:	\$ <u>2,000,000</u>
C. Improvements to existing buildings:	\$ <u>N/A</u>
D. Machinery & Equipment:	\$ <u>N/A</u>
E. Furniture & Fixtures:	\$ <u>N/A</u>
F. Inventory:	\$ <u>N/A</u>
Total New Project Investment:	\$ <u>2,000,000</u>

11. a. Business requests the following tax exemption incentives: 100 % for 15 years covering real estate as described above. Be specific as to the rate, and term.

- b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)
Taxes are passed directly to the end user, an abatement will lower the cost to the end user making it a more attractive package. The tax rate in Napoleon is the highest millage rate of all the communities we work in, we are doing all we can to keep our costs low and get in on the front edge of the new business wave we feel is coming and capitalize on the lack of good space available in the region currently. I believe this is a great investment for the community as it spurs the new development on and is guaranteed to hit the tax roles eventually and broaden the tax base much as our first project has done. It's a great way to convert bare ground into a future asset.

New jobs help raise wage rates and home values in the long term of things spreading the tax burden over a larger base.

Submission of this application expressly authorizes Henry County Community Improvement Corporation to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C) (1) and 2921.13(D) (1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Ventures in Space
Name of Property Owner

3/1/17
Date

Signature

Sean Rupp Owner
Typed Name and Title

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

** Attach to Final Community Reinvestment Area Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.

Appendix "B"

THE IMPROVEMENTS

The Project will involve a total capital investment in real property of currently estimated at \$2,000,000.00, plus or minus 10%, in development of an industrial speculative building, approximate size being 100,000 square feet, and appurtenances at the site located at parcel #:28-0700780000, Independence Drive, Napoleon, Ohio. The creation of this building is to draw industrial business to the area with job creation upon the business leasing the building.

Appendix "C"

REAL PROPERTY DESCRIPTION

CONTAINING 10.102 acres of land

Tax Parcel# 28-0700780000

thence North 00°24'32" East, nine hundred twenty-five and seventy-one hundredths (925.71) feet to a 5/8" x 30" iron pin with ID cap set on the Southwest limited access right-of-way for Ramp "A" of United States Routes 6 & 24;

thence North 79°28'54" East on the said Southwest limited access right-of-way for Ramp "A" of United States Routes 6 & 24, three hundred forty-four and forty-six hundredths (344.46) feet to a point;

thence North 87°37'04" East on the Southerly limited access right-of-way for Ramp "A" of United States Routes 6 & 24, one hundred sixteen and sixty-three hundredths (116.63) feet to a 5/8" x 30" iron pin with ID cap set;

thence South 00°24'32" West, nine hundred ninety-seven and fifteen hundredths (997.15) feet to the point of beginning.

Containing 10.101 acres of land more or less, but subject to all easements, zoning regulations and restrictions of record.

Subject also, to a permanent utility easement thirty (30) feet in width on and along the entire Northerly side of the above described property. Said easement referred to is a part of that easement recorded in Volume 8, Pages 965-967, Official Records, Henry County, Ohio.

Parcel No: 2

Parcel No. (28-0700780000):

Situated in the City of Napoleon, Township of Liberty, County of Henry and State of Ohio:

Being a part of the Northwest quarter (1/4) of Section 7, Town 5 North, Range 7 East, Liberty Township, Henry County, Ohio, and which is more particularly described as follows:

Commencing at an iron pipe found at the Northeast corner of the Northwest quarter (1/4) of said Section 7;

thence North 89°33'27" West (assumed bearing for the purposes of this description) on the North line of the Northwest quarter (1/4) of said Section 7, forty and zero hundredths (40.00) feet to an iron pin found on the West right-of-way line of Industrial Drive;

thence South 00°25'33" West on the West right-of-way line of Industrial Drive, one thousand two hundred nineteen and sixty-five hundredths (1219.65) feet to a point on the North right-of-way of Independence Drive;

thence North 89°31'57" West on the North right-of-way of Independence Drive, one thousand four hundred twenty-four and thirteen hundredths (1424.13) feet to a 5/8" x 30" iron pin with ID cap set to the point of beginning;---

thence North 89°31'57" West on the North right-of-way of Independence Drive, five hundred one and seventy-three hundredths (501.73) feet to an iron pin found;

thence North 00°24'32" East, eight hundred twenty-six and fifty-seven hundredths (826.57) feet to an iron pin found on the Southwest limited access right-of-way of United States Routes 6 & 24;

thence North 77°41'30" East on the Southwest limited access right-of-way of United States Routes 6 & 24, fifty-five and forty-three hundredths (55.43) feet to a point at the beginning of the right-of-way for Ramp "A" of United States Routes 6 & 24;

thence North 79°28'54" East on the Southwest limited access right-of-way for Ramp "A" of United States Routes 6 & 24, four hundred fifty-five and ninety-three hundredths (455.93) feet to a 5/8" x 30" iron pin with ID cap set;

thence South 00°24'32" West, nine hundred twenty-five and seventy-one hundredths (925.71) feet to the point of beginning.

Containing 10.101 acres of land more or less, but subject to all easements, zoning regulations and restrictions of record.

Subject also, to a permanent utility easement thirty (30) feet in width on and along the entire Northerly side of the above described property. Said easement referred to is a part of that easement recorded in Volume 8, Pages 965-967, Official Records, Henry County, Ohio.

Parcel No: 3

Parcel No. (28-0700780200):

Situated in the City of Napoleon, Township of Liberty, County of Henry and State of Ohio:

Being a part of the Northwest quarter (¼) of Section 7, Town 5 North, Range 7 East, Liberty Township, Henry County, Ohio, and which is more particularly described as follows:

Commencing at an iron pipe found at the Northeast corner of the Northwest quarter (¼) of said Section 7;

thence North 89°33'27" West (assumed bearing for the purposes of this description) on the North line of the Northwest quarter (¼) of said Section 7, forty and zero hundredths (40.00) feet to an iron pin found on the West right-of-way line of Industrial Drive;

ORDINANCE NO. 007-17

AN ORDINANCE AUTHORIZING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF NAPOLEON, OHIO, THE COMMUNITY IMPROVEMENT CORPORATION OF HENRY COUNTY, OHIO, AND VENTURES IN SPACE, LTD., REGARDING THE CONSTRUCTION OF AN INDUSTRIAL BUILDING WITHIN THE CITY OF NAPOLEON, OHIO; AND DECLARING AN EMERGENCY

WHEREAS, the City desires to encourage commercial and industrial development and create and preserve jobs and employment opportunities within the City; and

WHEREAS, based on the results of an examination of office and industrial space needs within the City, and induced by and in reliance on the economic development incentives provided in the Economic Development Agreement, Ventures In Space, Ltd. expects to build an approximate one hundred thousand (100,000) square foot industrial building in the City ; and

WHEREAS, to facilitate the construction of the industrial building, which the City reasonably expects will result in the creation of new jobs and employment opportunities within the City, the City has agreed to provide certain incentives to the Ventures In Space, Ltd., said incentives listed in the Economic Development Agreement, and sell a parcel of real property, which parcel is depicted on EXHIBIT A and referred to as the "Property" in the Economic Development Agreement, to Ventures In Space, Ltd. for a purchase price of thirty thousand dollars (\$30,000.00) and other valuable consideration provided therein, including construction of the industrial building by October 1, 2018; and

WHEREAS, the City has determined to offer the economic development incentives described therein to induce Ventures In Space, Ltd. to construct a facility within the City which the City expects will result in the creation of new jobs and employment opportunities within the City and will improve the economic welfare of the people of the State and the City, all as authorized in Article VIII, Section 13 of the Ohio Constitution.

Now Therefore,

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


Section 1. That, the Economic Development Agreement between the City of Napoleon, Ohio, the Community Improvement Corporation of Henry County, Ohio, and Ventures In Space, Ltd., substantially in the form as currently on file in the office of the City Finance Director, is hereby approved and accepted; moreover, the City Manager is both authorized and directed to execute said Agreement.

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

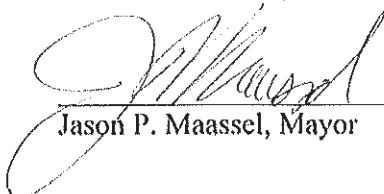
Section 3. That, if any other prior Ordinance or Resolution is found to be in conflict with this Ordinance, then the provisions of this Ordinance shall prevail. Further, if any portion of this Ordinance is found to be invalid for any reason, such decision shall not affect the validity of the remaining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

Section 4. That, this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants; 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 Ordinance is necessary to begin the construction contracting and subcontracting process, begin construction in a timely manner, avoid a foreseeable rise in steel pricing that may affect the feasibility of the project, and for further reasons as stated in the Preamble hereof.

Passed: February 23, 2017


Travis B. Sheaffer, Council President

Approved: February 23, 2017


Jason P. Maassel, Mayor

VOTE ON PASSAGE 7 Yea 0 Nay 0 Abstain

Attest:


Gregory J. Heath, Clerk/Finance Director

I, Gregory J. Heath, Clerk/Finance Director of the City of Napoleon, do hereby certify that the foregoing Ordinance No. 007-17 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

ORDINANCE NO. 015-17

**AN ORDINANCE SUPPLEMENTING THE ANNUAL APPROPRIATION
MEASURE (SUPPLEMENT NO. 1) FOR THE YEAR 2017; AND DECLARING
AN EMERGENCY**

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

Section 1. That, the annual appropriation measure passed in Ordinance No. 062-16 for the fiscal year ending December 31, 2017 shall be supplemented (Supplement No. 1) as provided in Exhibit "A" (one page), attached hereto and made a part hereof.

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

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

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

Passed: _____

Travis B. Sheaffer, Council President

Approved: _____

Jason P. Maassel, Mayor

VOTE ON PASSAGE ____ Yea ____ Nay ____ Abstain

Attest:

Gregory J. Heath, Clerk/Finance Director

I, Gregory J. Heath, Clerk/Finance Director of the City of Napoleon, do hereby certify that the foregoing Ordinance No. 015-17 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

2017 APPROPRIATION BUDGET - SUPPLEMENTAL BUDGET ADJUSTMENT BUDGET SUMMARY BY FUND, DEPARTMENT AND CATEGORY

ORDINANCE No. 015-17, Passed 04/03/2017 FUND/DEPARTMENT-1ST QUARTER ADJUSTMENT	2017 SUPPLEMENTAL BUDGET ADJUSTMENT			2017 FUND TOTAL
	PERSONAL SERVICES	OTHER	TOTAL	
100 GENERAL FUND				
1370 City Manager/Human Resources	\$0	\$30,000	\$30,000	
1800 Municipal Court/Judicial	\$0	\$1,100	\$1,100	
1900 General Government/Miscellaneous	\$0	\$5,800	\$5,800	
2100 Police/Safety Services	\$0	\$2,100	\$2,100	
2200 Fire/Safety Services	\$2,000	\$1,300	\$3,300	
4700 Cemetery/Operations	\$0	\$800	\$800	
5130 Service/Buildings, Properties, Equipment	\$0	\$260	\$260	
9900 Transfer Accounts	\$0	\$580	\$580	
Total - 100 General Fund	\$2,000	\$41,940	\$43,940	\$43,940
130 ECONOMIC DEVELOPMENT FUND				
3500 Economic Development	\$0	\$580	\$580	\$580
170 MUNICIPAL INCOME TAX FUND				
1510 Finance/Income Tax Collection	\$0	\$230	\$230	\$230
220 RECREATION FUND				
4100 Parks/Administrative	\$0	\$550	\$550	
4200 Recreation/Golf Operating	\$0	\$900	\$900	
Total - 220 Recreation Fund	\$0	\$1,450	\$1,450	\$1,450
243 REFUND-FIRE LOSS FUND				
1900 General Government/Miscellaneous	\$0	\$34,000	\$34,000	\$34,000
287 PRBTN.IMP.&INCENTIVE GRANT FUND				
1810 Municipal Court/Probation Department	\$0	\$7,200	\$7,200	\$7,200
400 CAPITAL IMPROVEMENT FUND				
1300 City Manager/Administrative	\$0	\$2,200	\$2,200	\$2,200
500 ELECTRIC UTILITY REVENUE FUND				
6110 Electric/Operations, Distribution System	\$0	\$2,700	\$2,700	\$2,700
560 SANITATION (REFUSE) REVENUE FUND				
6400 Sanitation(Refuse)/Collection and Disposal	\$0	\$270	\$270	\$270
* GRAND TOTAL - ALL FUNDS	\$2,000	\$90,570	\$92,570	\$92,570

RESOLUTION NO. 016-17

**A RESOLUTION AUTHORIZING THE FINANCE DIRECTOR TO
TRANSFER CERTAIN FUND BALANCES FROM RESPECTIVE FUNDS
TO OTHER FUNDS PER SECTION 5705.14 ORC ON AN AS NEEDED
BASIS IN FISCAL YEAR 2017, LISTED IN EXHIBIT "A", TRANSFER 2;
AND DECLARING AN EMERGENCY**

WHEREAS, the City is a charter municipality having those powers of self government as stated in Article I of its Charter; and

WHEREAS, in order to provide Fund Balances for approved expenditures in certain funds on an as needed basis, it is necessary to transfer funds from respective funds to other funds; and

WHEREAS, Council previously authorized a transfer in Resolution No. 063-16; however, another transfer is necessary; **Now Therefore**,

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

Section 1. That, pursuant to Section 5705.14 of the ORC and this Resolution, the Finance Director is hereby authorized and directed to transfer monies among the various funds on an as needed basis in Fiscal Year 2017 as listed in Exhibit "A" attached hereto and made a part of this Resolution.

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

Section 3. That, if any other prior Ordinance or Resolution is found to be in conflict with this Resolution, then the provisions of this Resolution shall prevail. Further, if any portion of this Resolution is found to be invalid for any reason, only that portion shall be held invalid and the remainder shall remain valid.

Section 4. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to assure the prompt and efficient conduct of the municipal operations related to public peace, health or safety of the City; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law.

Passed: _____

Travis B. Sheaffer, Council President

Approved: _____

Jason P. Maassel, Mayor

VOTE ON PASSAGE _____ Yea _____ Nay _____ Abstain

Attest:

Gregory J. Heath, Clerk/Finance Director

I, Gregory J. Heath, Clerk/Finance Director of the City of Napoleon, do hereby certify that the foregoing Resolution No. 016-17 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

2017 APPROPRIATION BUDGET - TRANSFER OF FUNDS

RESOLUTION No. 016-17, Passed 04/03/2017

BUDGET REVIEW - 2017 TRANSFER OF FUNDS - 2

= TRANSFER AMOUNTS =

FUND NAME, FROM - TO, PURPOSE

FROM

TO

FROM: 100 GENERAL FUND

\$580

TO: 130 ECONOMIC DEVELOPMENT FUND

\$580

Purpose: Additional Funds to CIC on Legal Fees Bill for Property Sale.

TOTALS - FROM

\$580

TOTALS - TO

\$580

RESOLUTION NO. 019-17

A RESOLUTION AUTHORIZING ENROLLMENT IN THE OHIO RURAL WATER ASSOCIATION 2018 WORKERS' COMPENSATION POOL, AND AUTHORIZING THE EXPENDITURE OF FUNDS AND DIRECTING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE CONTRACT WITH COMPMANAGEMENT HEALTH SYSTEMS, INC., A WORKERS' COMPENSATION ADMINISTRATOR; AND DECLARING AN EMERGENCY

WHEREAS, the City in 2017 belonged to the Ohio Rural Water Association Workers' Compensation Pool; and,

WHEREAS, the City in 2017 desires to remain for the remainder of the year 2017 and for the entire year of 2018 in the Ohio Rural Water Association Pool; and,

WHEREAS, the State of Ohio allows for "pooling" with other entities to obtain savings in workers' compensation; and,

WHEREAS, the City desires to contract for Workers' Compensation Administration of its claims; **NOW THEREFORE**,

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

Section 1. That, the City's Finance Director is authorized and directed to enroll the City in the 2018 Ohio Rural Water Association Workers' Compensation Pool and continue in the Pool for the remainder of the year 2017.

Section 2. That, the City finds it necessary and therefore authorizes the expenditure of funds in an amount of three thousand, four hundred thirty dollars (\$3,430.00) for a professional service contract with CompManagement Health Systems, Inc., a Sedgwick Company, Cleveland, Ohio, referred to as a Workers' Compensation Administration Service. If additional amounts are required to cover the remainder of the year 2017, the same is hereby authorized.

Section 3. That, the City Manager is authorized and directed to enter into a Contract for professional services for Workers' Compensation Administration services with CompManagement Health Systems, Inc., substantially in the form as found in a City Contract No. 2017-10, subject to amendments as the City Manager deems necessary, or in the alternative, utilize the automatic renewal provision as found in the Contract.

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

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

Section 6. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time so that the signed contract can be submitted and the City can become a member of the aforementioned workers' compensation pool on or before the May 31, 2017 deadline; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law.

Passed: _____

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. 019-17 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____, 2016.

Gregory J. Heath, Clerk/Finance Director

Date: March 28, 2017

GREGORY HEATH
CITY OF NAPOLEON
255 W RIVERVIEW AVE PO BOX 151
NAPOLEON, OH 43545

Re: 2018 Group Rating Enrollment for policy #: 33505502

We are pleased to announce that your organization has qualified for re-enrollment in the Ohio Rural Water Association 2018 Workers' Compensation Group Rating program.

2018 Projections:

Group Savings
\$24,836

Projected Individual Premium	\$137,698
Projected Group Premium	\$112,862
Group TM%/Effective Discount %	-42% / -36%

* BWC mandated break-even factor applied. Please be advised that premium may vary from estimates depending upon group rating program changes, group enrollment level, BWC rates, experience calculations, actual payroll and other relative information provided by BWC.

In addition to Group Rating savings, your organization can further reduce workers' compensation premiums by participating in the programs below:

Program	Discount	Estimated Annual Savings*
Drug Free Safety Program	Basic Program - 4%	\$ 4,076
	Advanced Program - 7%	\$ 7,134
Go Green	1%	\$ 1,129
Industry Specific Safety	3%	\$ 3,057
Lapse Free	1%	\$ 1,129
Safety Council	Performance Bonus - 2%	\$ 2,038
Transitional Work Bonus	Up to 10%	\$ 10,191

*Additional savings may not be applicable if premium is less than or equal to BWC minimum annual premium (\$120.00)

Your organization may also qualify for Group Retrospective Rating. To discuss your options and learn more about the alternative rating programs highlighted above, please contact **CompManagement's Customer Support Unit at (800) 825-6755, option 3.**

To re-enroll, simply return the enclosed invoice with payment.



IMPORTANT INFORMATION

GROUP RATING OR GROUP RETROSPECTIVE RATING?

compmanagement

Employer Name: CITY OF NAPOLEON

Policy #: 33505502

Upon review of your policy, your organization qualifies for both Group Rating AND Group Retrospective Rating programs. Which program is the best option for your organization? We encourage you to review both programs and the discount opportunities for each.

Group Rating is a bit more predictable as estimates are based on historical claim and payroll data. It offers an upfront discount and there is very little risk.

Estimated Individual Premium	\$137,698
Less Estimated Group Savings	\$24,836
Estimated Group Premium	\$112,862

Group Retrospective Rating uses past information to predict future outcomes. Savings will depend on actual claim costs and premiums that occur during the rating year so there is some risk involved. Final outcomes will be recognized in future years and can result in substantial savings or a possible assessment.

Estimated Individual Premium	\$137,698
Estimated Standard Premium	\$124,330
Less Estimated Future Refund*	\$46,002
Estimated Net Premium	\$91,696

* Based on target refund of 37%; actual refund / assessment will be allocated over the 3 year program period.

To learn more about these programs, eligibility requirements, or to compare savings with other BWC Programs, please contact **CompManagement's Customer Support Unit** at (800) 825-6755, option 3, or via email at ohio.group@sedgwickcms.com.

compmanagement

2018 Group Savings Summary

Policy: 33505502
Employer: City Of Napoleon

Group ID: 05629
Association: Ohio Municipal League

Manual	Base Rate	Annual Payroll	Estimated Individual Rating = -22 %		Estimated Group Discount = -36 %	
			Indiv Rate**	Individual Premium	Group Rate**	Group Premium
9431	2.49	5,859,070	2.1486	125,888	1.7609	103,172
9439	12.57	108,818	10.8535	11,811	8.9043	9,689
		5,967,888	Estimated Individual Premium*	\$137,698	Estimated Group Premium*	\$112,862

Estimated Group Savings	\$24,836
Annual Fee	\$3,430

*The 2018 premium amounts are for the payroll period from 1/01/2018 to 12/31/2018.

**Rates are based on \$100 of reportable payroll and include: BWC administrative costs of 10.7500% of premium, a DWRF rate of 0.00, a DWRF II rate of 0.000 of base rate.

Projections of individual and group rates are estimated using BWC loss information as of the last quarter and the most recent historical payroll information provided by the BWC. Estimates of premium must be projected in advance of the application deadline. Therefore the actual premium will vary from the estimates depending upon group enrollment level, BWC rates, experience calculations, and actual payroll.

ALL PREMIUMS ARE STILL PAYABLE TO THE BUREAU OF WORKERS' COMPENSATION.

Exhibit A



P. O. Box 89456, Cleveland OH 44101-6456

To view the CompManagement service agreement referenced in this

Exhibit visit

<https://viaone.compmgt.com/Rating/2018PEgRatingcontract.pdf>

password: grating2018

RENEWAL INVOICE

Bill To:

GREGORY HEATH
CITY OF NAPOLEON
255 W RIVERVIEW AVE
PO BOX 151
NAPOLEON, OH 43545

Invoice date: March 28, 2017

Invoice #: 1131468

Policy #: 33505502

Group #: 05629

Rating Year: 2018

Due Date: Upon Receipt

GROUP RATING

The enrollment fee covers:

- * Services for the annual contract period beginning **September 1, 2017**
- * Policy Year: Group Rating Enrollment for **January 1, 2018 to December 31, 2018**

Annual Fee

\$ 3,430





2018 Proj. Group TM% / Effective Discount: -42% / -36%

2018 Estimated Savings: \$ 24,836

Please sign and return invoice with remittance to:

Make Check Payable to:
CompManagement
PO Box 89456
Cleveland, OH 44101-6456

OR

   
Credit card account number: <input type="text"/>
Amount to be charged: \$ 3,430 Expiration date: <input type="text"/>
Print name as it appears on card: <input type="text"/>
Signature: <input type="text"/>
By signing above you authorize CompManagement (a Sedgwick company) to charge your credit card in the amount as shown above, and agree to pay the amount shown above according to your credit card agreement.

OR

Pay online at www.compmgt.com

By returning this invoice or by remittance of the service fee, Client acknowledges and accepts all terms and conditions of the workers' compensation service agreement. Said agreement is hereby incorporated by reference herein (see link above).

This invoice is for CompManagement's workers' compensation third party administration services pursuant to a service agreement between your company and CompManagement. Client acknowledges that payment of this invoice does not constitute or guarantee enrollment in any workers' compensation discount/alternative rating program.

Printed Name	Signature	Title	Date
gheath@napoleonohio.com	(419)599-1235	If your organization has merged with or acquired another company in the last year, or plans to up through the policy year noted above, initial here and contact our office immediately to review your options <input type="text"/>	
Email Address	Phone Number		

Questions? Call (800) 825-6755, option 3

Ohio Rural Water Association
Ohio Rural Water Association / 33505502

WORKERS' COMPENSATION SERVICE AGENCY AGREEMENT

This Agreement is entered into between the employer specified on Exhibit A attached hereto and made a part of this Agreement ("Client") and CompManagement, LLC, a Sedgwick Claims Management Services, Inc. company ("CompManagement").

Client has insured its employees for workers' compensation coverage as demanded by any and all federal or state statute(s). The administrator of Client's plan(s) requires the services of an organization to process and analyze the claims filed on behalf of its employees. CompManagement administers and processes claims on behalf of employers subject to workers' compensation requirements within the Ohio statute(s). Client desires to have CompManagement administer, process and analyze the claims submitted against its workers' compensation risk, and CompManagement is agreeable to providing such services.

STATEMENT OF AGREEMENT

Now, therefore, it is agreed as follows:

1 AUTHORIZED REPRESENTATIVE

1.1 Client hereby grants to CompManagement on its behalf the necessary authority to execute action on any documents which may be required in order to carry out the obligations of this Agreement. CompManagement shall use reasonable efforts (as defined by CompManagement) to consult with Client regarding matters which require a Client decision. In the event CompManagement is unable to reach Client, Client agrees to hold CompManagement harmless concerning any actions taken in such circumstances.

1.2 Client reserves the right to engage the services of an attorney, at Client's sole expense, for claims-related matters in which such representation would be appropriate.

2 INDEPENDENT CONTRACTOR. In performing services pursuant to this Agreement, CompManagement shall be acting as an Independent Contractor of Client, and not as an employee or agent of Client.**3 SERVICES.** In administering and processing claims submitted under this plan, CompManagement shall provide the following Standard Services:

3.1 Record all relevant claim information received from Client and forward all correspondence to the appropriate agency for processing.

3.2 Confer with Client's designated representative(s) in those cases where a dispute occurs, and, when appropriate, contact the claimant, medical provider(s), and/or state agency.

3.3 Analyze, on an individual claim basis, claims to determine if rehabilitation intervention is appropriate. Any cost relating to such intervention must be pre-authorized by Client, and shall be Client's responsibility.

3.4 Consult with Client when the period of disability for any injury/disease claim exceeds that which, in CompManagement's experience, would be expected.

3.5 Upon authorization by Client, arrange for an employer or independent medical examination of claimant(s). The cost of such examination shall be the responsibility of Client.

3.6 Upon notification of a scheduled administrative hearing, arrange for a qualified representative to attend on behalf of Client as permitted by law, or notify Client that representation is not deemed necessary, and arrange for witness attendance, as necessary.

3.7 Review claims and request corrections in those cases where overpayments or incorrect reserves have been established.

3.8 Review appropriate claims to determine if "handicap refund," "second injury fund," or other cost relief is due Client resulting from a pre-existing condition or injury.

3.9 Maintain, within its offices, such records as are necessary to verify Client's assigned rate(s), including, but not limited to data processing files, individual claim records, payroll records, policy records, and manual assignments.

3.10 Conduct an annual review of Client's policy for possible participation in available Ohio Bureau of Workers' Compensation ("OBWC") programs, and report to Client regarding eligibility for recommended programs. If Client qualifies for participation in one or more discount/alternative rating programs, and elects to enroll in said program(s), Client must comply with all statutes and regulations of the State of Ohio, whether currently in force or enacted in the future, and must meet all requirements for participation in the program(s). Client accepts sole responsibility for understanding and complying with these rules, regulations and requirements.

3.11 Upon request, survey Client's operations and make recommendations to improve procedures relative to injury investigations, personnel training and claim processing policies as they relate to workers' compensation.

3.12 Report to Client, through personal contact or special bulletins, any changes in procedures produced by legislative or administrative revisions, as deemed necessary.

3.13 Upon request, meet with Client to review and discuss the past, current, and future workers' compensation rate assignments and all relevant account activity.

3.14 Other services listed in any Exhibits incorporated herein or Addenda agreed to and signed by both parties. If, and only if, Client is enrolled and accepted into an OBWC group rating or group retrospective rating program, CompManagement shall provide services in the attached Exhibit corresponding to that program.

4 RECORD RETENTION. Records accumulated and maintained by CompManagement during the period of this Agreement shall be the property of CompManagement. Upon expiration of this Agreement, and all terms herein, said records will be the property of Client.**5 REPORTS.** For the purpose of continued Client awareness of the status of claims and the overall condition of the policy, upon request, CompManagement shall provide standard reports pertaining to the policy and/or claims.**6 LOSS PREVENTION.** For the purpose of initial and continuing improvement in the cost effectiveness of Client's workers' compensation plan, the following services are offered:

6.1 Upon request, CompManagement shall conduct a basic review of Client's internal procedures to evaluate accident control requirements and recommend appropriate changes to enhance the current safety program. Any service requested beyond basic consultation and recommendations will be considered Non-Standard Services (see Section 11 below) and may incur additional fees.

6.2 Upon request, and in cooperation with Client's Managed Care Organization, CompManagement shall assist in the development of a consistent program to ensure the quality control aspects of medical treatment for the injured employee, and to ensure the full disclosure of medical facts for the determination of compensability.

6.3 Upon request, CompManagement shall provide telephonic consultation with respect to Accident Prevention, Safety Practices, Specific Code Requirements, and other matters relating to workers' compensation in order to assist Client in the reduction of work-related injuries and diseases.

7 PREMIUMS. Client is solely responsible for any assessments of premiums owed to OBWC, including additional monies owed by Client due to rate changes or rating program/discount program assessments calculated by OBWC.**8 TERM.** The initial term of this Agreement shall be for one year commencing on the date outlined in Exhibit A attached hereto and incorporated herein, and shall automatically renew itself from year to year unless written notification to the contrary is given by either party thirty (30) days prior to the current expiration date.

9 PAYMENT FOR SERVICES.

- 9.1 Client shall pay to CompManagement for Standard Services, Reporting Services, Loss Prevention Services and CompManagement's other obligations under this Agreement an annual Service Fee as defined on Exhibit A. The service fees on each renewal and extension of this Agreement shall be increased on an annual basis over the service fees for the preceding year in an amount equal to five (5) percent.
- 9.2 In the event of an increase of more than twenty percent (20%) in either claims activity or reported payroll/premium, the annual fee may be subject to further adjustment at any time, with the consent of both parties.
- 9.3 Client shall pay all invoices (charges billed in advance) within thirty (30) days of receipt of such invoice.
- 9.4 Payment of Client's Service Fee or remittance of other required documents specified in Section 10 of this Agreement constitutes Client's acknowledgement and acceptance of all of the terms and conditions of this Agreement. Payment of Client's Service Fee for any succeeding automatic renewal term and remittance of other documents as specified in Section 10 of this Agreement constitutes Client's continuing acknowledgement and acceptance of all of the terms and conditions of this Agreement during that renewal period.
- 9.5 Service fees are not refundable.

10 REQUIRED DOCUMENTS.

- 10.1 Service provision will depend on CompManagement receiving the necessary documents from Client. This includes, but is not necessarily limited to, the completion and submission of the following documents: (1) a signed copy of the service invoice ("Invoice"), (2) an AC-2 Permanent Letter of Authorization, and (3) the Service Fee.
- 10.2 Client understands and agrees that failure to execute and provide the necessary documents to CompManagement may nullify and void the terms of the Agreement in its entirety, at the sole discretion of CompManagement.

11 NON-STANDARD SERVICES. Non-standard services shall include any service not described above. Non-standard services may be requested by Client, and CompManagement shall promptly thereafter advise whether or not CompManagement is able and desirous of providing such service and the fee required therefor.

12 CONFIDENTIALITY/NON-SOLICITATION.

- 12.1 All statistical, financial and personnel data relating to Client and any of its employees provided to CompManagement by Client, or any employee thereof, pursuant to this Agreement is confidential, and CompManagement and its employees shall keep such information in the strictest confidence except to the extent necessary to perform the services to be rendered hereunder. Notwithstanding the foregoing, Client agrees to permit CompManagement to compile and disseminate aggregate, de-identified information for benchmarking purposes or forward to a data collection facility data for claims administered, processed, and analyzed pursuant to this Agreement, provided that such facility agrees in writing to keep Client's data confidential. Further, CompManagement shall be entitled, without violation of this section and without the prior consent of Client, to retain claims administration information and to forward claims administration information to government agencies to the extent required by law for the proper performance of the services set forth herein.
- 12.2 The parties agree that they will not employ any person employed by the other during the term of this Agreement and for a period of one (1) year following its termination, without the prior consent of the other party, except in instances in which this provision is otherwise overridden by Ohio law.

13 LIABILITY.

- 13.1 Client agrees that CompManagement, and its respective directors, employees, agents, affiliates, subsidiaries, and successors and assigns shall not be liable for any awards, lawsuit damages, penalties, specific performance obligations, costs, expenses, or any other losses or obligations of any kind related to Client's workers' compensation claims or coverage.
- 13.2 CompManagement shall have no liability under this Agreement except for its actions constituting willful misconduct or gross negligence, in which case CompManagement's liability shall be limited to the annual fee then in effect under this Agreement.

14 WAIVER. The failure of any party to this Agreement to object to, or take affirmative action with respect to, any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver thereof or of any future breach or subsequent wrongful conduct.

15 PENALTIES. All penalties or fines assessed by any federal, state or local regulator shall be paid by the party responsible for the assessment of the penalty or fine.

16 NOTICES. All notices and communications hereunder shall be addressed to Client and CompManagement at their current respective addresses, or to such other addresses as either party may instruct in writing.

17 PRACTICE OF LAW. CompManagement shall not provide any services to Client which may be construed as the practice of law.

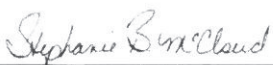
18 APPLICABLE LAW AND BINDING EFFECT. This Agreement shall be governed by the laws of the State of Ohio, and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns and may not be changed orally but only in writing signed by the parties. Client may not assign this Agreement without the prior written consent of CompManagement. The parties to this Agreement hereby designate the Court of Common Pleas of Franklin County, Ohio, as a court of proper jurisdiction and venue of and for any and all actions and proceedings relating to this Agreement; hereby irrevocably consent to such designation, jurisdiction, and venue; and hereby waive any objections or defenses relating to jurisdiction or venue with respect to any action or proceeding initiated in the Court of Common Pleas of Franklin County, Ohio.

19 MISCELLANEOUS. Client acknowledges and agrees that no representations or warranties were made by CompManagement to induce Client to enter into this Agreement, except for those representations and warranties contained in this Agreement. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one and the same instrument. Nothing contained in this Agreement shall be construed as creating any rights or benefits in or to any other party.

20 ENTIRE AGREEMENT. This Agreement, including the attached Exhibit(s) if any, constitutes the entire understanding between the parties concerning its subject matter. All prior negotiations and agreements of the parties with respect to any of the duties and obligations set forth in this Agreement are merged into this Agreement.

For CompManagement, LLC, a Sedgwick Claims Management Services, Inc. company

By



Title: Sr. Vice President

EXHIBIT B – Workers' Compensation Group Rating Programs

This Exhibit, attached to and made a part of the foregoing Agreement, is applicable if and only if Client is enrolled in a **workers' compensation group rating program ("Program")** for any policy year during the term of this Agreement, including any renewals and extensions. Applicability of this Exhibit may be for non-consecutive periods of Program participation.

OBLIGATIONS OF CLIENT. During any term of this Agreement when Client is enrolled in a CompManagement-administered Program, Client shall comply with all of the terms and conditions set forth below, and all policies, protocols, acceptance criteria, accident prevention, safety and claims management programs, and rules and regulations of the Program.

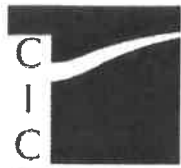
1. **REQUIRED PARTICIPATION DOCUMENTS.** Client should refer to the program invitation for confirmation of the documents necessary to participate and to identify the sponsoring organization offering the Program selected by Client. The parties acknowledge that documents necessary for the Program may change from year to year. Client understands and agrees that failure to execute and provide the necessary documents to CompManagement may result, at the sole discretion of the sponsoring organization or CompManagement, in Client not being enrolled in the Program.
2. **PROGRAM PARTICIPATION.** Client understands that participation requirements of the Program are solely determined by the sponsoring organization, with consultations from its advisors including, but not limited to, CompManagement. While it is the intention of the Program to accept and retain as many applicants as possible, acceptance is contingent upon a final review by CompManagement and compliance by Client and other participating members with the group rating rules and regulations of OBWC and the requirements of the Program and this Agreement. *The sponsoring organization, at its discretion, may rescind the program invitation by giving Client notice before the filing of the program application with OBWC.* Client acknowledges that it shall have no right to continued participation in any successor group formed for any period after the initial policy year of participation. Such continued participation shall be determined on a case-by-case basis by CompManagement in its sole discretion in consultation with the sponsoring organization.

Client further acknowledges that OBWC, the Program's sponsoring organization or CompManagement may from time to time promulgate new rules and regulations for the Program. Client represents, warrants and covenants that it is in compliance with the current policy year's participation requirements specified by the sponsoring organization/CompManagement and OBWC. A list of the current Program requirements may be obtained by contacting CompManagement in writing to request.

3. CLIENT DISCLOSURE; PROHIBITED PRACTICES

- 3.1 Client acknowledges that, as part of the enrollment process, it has made representations to CompManagement regarding its past and present status as a Professional Employer Organization or Employment Leasing Operation. Further, Client has fully disclosed and will continue to update CompManagement as to any past merger, acquisition, reorganization, consolidation or any other business activity that involves the potential combination by OBWC of Client with other workers' compensation risk accounts. Client understands that this information has been sought to permit CompManagement to evaluate the potential impact that successorship and resulting risk combination by OBWC could have upon the Program. Client agrees that its application and acceptance into the Program are based upon its represented operating structure and resulting OBWC claim history at the time of application and enrollment.
- 3.2 Client does not currently operate, and does not intend to change its operations to perform, as either a Professional Employer Organization or Employment Leasing Operation, and has not, prior to this Agreement, leased its employment force from a leasing company. Client agrees that, during the term of this Agreement, it will not change from the current business structure to operating as a Professional Employer Organization or Employment Leasing Operation as defined by OBWC.

- 3.3 Client agrees that, during the term of this Agreement, it will not be involved in a merger, acquisition, reorganization, consolidation, or any other activity that will result in a finding by OBWC that Client is a succeeding employer, with negative financial impact on the Program. Client agrees to give written notice to CompManagement ninety (90) days in advance of any such action so that a determination may be made as to the effect on the Program.
- 3.4 Client agrees that it will be liable for and pay to a fund held by CompManagement, or its designee, an amount equal to any additional premiums imposed by OBWC on the Program and/or other participating members, for any Program year, due to a successorship imposed by OBWC on Client. This fund will be distributed on an equitable basis to other participating members that paid additional premiums to OBWC for the policy period. Client further agrees to indemnify and hold harmless the Program's other participating members, the sponsoring organization, CompManagement, and their members, directors, agents, agencies, assigns, affiliates, and/or subsidiaries from all liability arising from its action, including all losses, costs and expenses.
- 3.5 Client further recognizes that any false representation or failure to disclose material information regarding employee leasing or any business activity listed in this section will result in an obligation to indemnify CompManagement or the Program's other participating members for the negative rating or financial impact of any successorship imposed by OBWC on Client. Furthermore, in such case, CompManagement shall seek, and Client shall consent, to have Client removed from the Program and the Program.
- 3.6 This section shall survive the termination of the Agreement and/or termination of Client's participation in the Program at the conclusion of any policy year.
4. **GROUP RATE.** Client understands that the group rate must be estimated in advance of the policy period and is based upon the most recent policy period, and the actual group rate will vary depending upon multiple factors.
5. **FAILURE TO MEET PROGRAM QUALIFICATIONS.** In the event that it is determined by a court, a governmental agency, or CompManagement that the Program fails to meet the requirements for group rating plans or that Client fails to meet the requirements (whether under Ohio law or the standards of CompManagement or the sponsoring organization) for participation in the Program ("Exclusion"), the provisions of this Exhibit are not applicable as they pertain to participation in the Program. Neither CompManagement nor the sponsoring organization shall have any liability to Client for any losses or damages arising from or relating to such Exclusion.
6. **LIABILITY.**
- 6.1 Client understands and agrees that the sponsoring organization is acting only as the group sponsor for the Program and, as such, shall have no liability whatsoever under this Agreement.
- 6.2 Client agrees that the sponsoring organization, other Program participating members, CompManagement, and their respective members, directors, employees, agents, affiliates, subsidiaries, and successors and assigns shall not be liable for any awards, lawsuit damages, penalties, specific performance obligations, costs, expenses, or any other losses or obligations of any kind related to Client's worker's compensation claims or coverage.



THE COMMUNITY IMPROVEMENT CORPORATION OF HENRY COUNTY

104 E. Washington Street, Suite 301
Napoleon, Ohio 43545

Phone: (419)592-4637
www.henrycountyed.com

March 20, 2017

Napoleon City Council
255 West Riverview Ave.
PO Box 151
Napoleon, Ohio 43545

Re: 2017 Tax Incentive Review Council

Dear Council Members:

Ohio Revised Code Section 5709.85 provides for establishment of a Tax Incentive Review Council ("TIRC") to review the compliance of each community reinvestment area agreement—at least annually. The TIRC then makes a recommendation to you to continue, modify, or cancel each agreement.

The TIRC met on March 16, 2017. As the County Auditor's designee, Denise Dahl chaired the 2017 TIRC. After reviewing each agreement in-depth and at length, the TIRC has recommended that you **CONTINUE** the following community reinvestment area agreements in Napoleon:

MWA Enterprises

Koester Corporation

After reviewing the following agreement in-depth and at length, the TIRC has recommended that you **CONTINUE** the below Community Reinvestment Agreement in Napoleon contingent that City Housing Officer Tom Zimmerman provide validation of information stated in the Project Status Report submitted by the entity to Napoleon City Council;

Napoleon I, LLC

The TIRC found that almost all applicant businesses were in complete compliance with all terms of the applicable agreements. In response to the same, the TIRC took into consideration fluctuations in the business cycle unique to that owner's business when agreeing to recommend to you to continue each of those specific agreements. See R.C. §5709.85(C) (1).

Ohio Revised Code Section 5709.85(E) states as follows:

R.C. § 5709.85 (E) A legislative authority that receives from a tax incentive review council written recommendations under division (C)(1) or (D) of this section shall, within sixty days after receipt, hold a meeting and vote to accept, reject, or modify all or any portion of the recommendations.



THE COMMUNITY IMPROVEMENT CORPORATION OF HENRY COUNTY

104 E. Washington Street, Suite 301
Napoleon, Ohio 43545

Phone: (419)592-4637
www.henrycountyed.com

Consistent therewith, I hereby submit this written recommendation and respectfully request that you ACCEPT the recommendation of the TIRC to CONTINUE each of the aforementioned agreements, except the Napoleon I, LLC (CRA) Agreement, which is contingent upon further review as stated above per the Housing Council and City Council.

Should you have any questions please contact the office at (419) 592-4637.
Thank you.

Respectfully submitted,

Denise Dahl
Executive Director

Enclosure

cc: Joel Mazur; City of Napoleon Manager
Greg Heath; Clerk of City of Napoleon Council
Billy Harmon; Law Director for City of Napoleon, Ohio
Kevin Garringer; Henry County Auditor
Tom Zimmerman; City of Napoleon Zoning Administrator
Ohio Department of Development
Ohio Department of Taxation

COMMUNITY IMPROVEMENT CORPORATION OF HENRY COUNTY

2017 Tax Incentive Review Council Meeting Minutes March 16, 2017

The Henry County Auditor's Designee, Denise Dahl, Executive Director of Henry County CIC, called the Thursday, March 16, 2017, meeting of the Tax Incentive Review Council (TIRC) to order at 9:01 a.m., and the TIRC reviewed the following agreements:

TJ Automation
Miller Brothers Construction
Railtech Boutet
MWA Enterprises (CRA)
Koester Corp. (CRA)
Napoleon I, LLC (CRA)
Keller Packaging '06
Keller Packaging '13
Campbell Soup '06
Campbell Soup '12

**Campbell Soup '04 – expired at the 2015 TIRC

**Dawn Dickman/Robotic Tool – Terminated at the 2014 TIRC

TJ Automation:

Attendance: Christine Ziegler, Bruce Hesterman, Tim Meister, Connie Nicely, Calvin Spiess, Ted Guelde, Brian Yarnell, Denise Dahl

Others: Kevin Garringer (Henry County Auditor)

Executive Director Denise Dahl reviewed the Project Status Report (Section C form). Ms. Dahl asked the committee if there were any questions or concerns. No issues were discussed. Christine Ziegler moved to recommend continuing the agreement. Cal Speiss seconded. Motion to continue the agreement carried.

Miller Brothers Construction:

Attendance: Christine Ziegler, Bruce Hesterman, Tim Meister, Connie Nicely, Calvin Spiess, Ted Guelde, Brian Yarnell, Denise Dahl

Others: Kevin Garringer (Henry County Auditor)

Executive Director Denise Dahl stated that this project just started construction. Christine Ziegler made a motion to continue the agreement. Brian Yarnell seconded. Motion to continue the agreement carried.

Railtech Boutet:

Attendance: Tod Hug, John Overmeier, Tim Meister, Connie Nicely, Calvin Spiess, Ted Guelde, Brian Yarnell, Denise Dahl

Others: Kevin Garringer (Henry County Auditor)

Executive Director Denise Dahl reviewed the project status report (Section C form). Dahl asked the committee if there were any questions or concerns at which there were none. Ted Guelde moved to

Keller Packaging '13:

Attendance: Mike Bostelman, Rosalie Ashenfelter, Vernon Oberhaus, Tim Meister, Calvin Spiess, Ted Guelde, Brian Yarnell, Denise Dahl

Others: Kevin Garringer (Henry County Auditor)

Executive Director Dahl reviewed the project status report. Vernon Oberhaus moved to recommend continuing the agreement. Rosalie Ashenfelter seconded. Motion to continue the agreement carried.

Campbell Soup Supply Company '06

Attendance: Mike Bostelman, Rosalie Ashenfelter, Vernon Oberhaus, Tim Meister, Calvin Spiess, Ted Guelde, Brian Yarnell, Denise Dahl

Others: Kevin Garringer (Henry County Auditor)

Executive Director Dahl reviewed the project status report. Ted Guelde moved to recommend expiring agreement. Cal Spiess seconded. Mr. Meister abstained. Motion to expire the agreement carried noting their last PILOT payment will be in September 2017.

Campbell Soup Supply Company '12:

Attendance: Mike Bostelman, Rosalie Ashenfelter, Vernon Oberhaus, Tim Meister, Calvin Spiess, Ted Guelde, Brian Yarnell, Denise Dahl

Others: Kevin Garringer (Henry County Auditor)

Executive Director Dahl reviewed the project status report. The committee discussed if this agreement was tied to the Keller warehouse. Vernon Oberhaus moved to recommend continuing the agreement. Rosaline Ashenfelter seconded. Mr. Tim Meister abstained. Motion to continue the agreement carried.

Adjournment:

Meeting adjourned at 9:50 a.m.

Denise Dahl

Executive Director of Henry County CIC and
Henry County Auditor's TIRC Representative



KOESTER LAND ACQUISITIONS LLC.



Development
Services Agency

SPECIFIC CRA AGREEMENT/PROJECT STATUS REPORT
2014 REPORT YEAR

Agreement #: 11-001

CRA #: 069-53550-02

Amendments/Corrections to Agreement Information

	Current Agreement Data	Changes/Corrections (blank if unchanged)
1. Name the business(es) party to the CRA Agreement:	Koester Land Acquisitions, LLC	
2. Name the Local Governmental Jurisdiction(s) where the project is located:		
County:	HENRY	
City, Municipality, or Township:	NAPOLEON	
Local School District:	NAPOLEON AREA CITY SD	0
3. For the CRA Agreement:		
a. Execution Date:	4/18/2011	
b. Expiration Date:	12/31/2023	
c. Amendment Date(s) (please list all):		
4. Baseline total full-time permanent employment of the enterprise:		
a. At the facility prior to executing the CRA Agreement:		
Payroll:		
b. In Ohio prior to executing the CRA Agreement:	56	
5. Did the enterprise close or reduce employment at another site:		
a. Within Ohio as a result of this agreement?		
Community:		
Jobs:	0	
b. Outside of Ohio as a result of this agreement?		
State:		
Jobs:	0	

6. Number of permanent full-time jobs committed to create and/or retain within the CRA agreement:

Retain:	56	_____
Create:	5	_____

7. Job creation period outlined in agreement (months):	36	_____
--	----	-------

8. Estimated annual payroll attributed to the new and/or retained employees pursuant to question 6.:

Retained Payroll:	\$0.00	\$0.00
New Payroll:	\$235,000.00	_____

9. Enterprise's total project investment commitment and the eligible granted tax exemption as specified in the CRA Agreement:

Real Property:	\$1,500,000.00	_____
Granted Exemption:	\$1,500,000.00	_____

10. Tax exemptions granted to the business under the EZ Agreement:

Real Property Exemption:	100 %	0 %
Real Property Exemption Term (years):	10	_____

Actual Project Information as of December 31, 2014

11. Total number of full-time permanent employees employed by the CRA project site for the following categories:

a. As of 12/31/2014	58	62
b. New jobs created attributed to the CRA Agreement:	8	12
c. Jobs retained attributed to the CRA Agreement:	50	0

12. Identify the total actual annual payroll as of 12/31/2014 attributed to the new employment (11b) resulting from the CRA Agreement:

\$303,351.58	\$563,180.00
--------------	--------------

13a. State the project investment level achieved from the signing of the CRA Agreement through December 31, 2014 :

Real Property:	\$1,757,423.18	\$0.00
Real Property Eligible for Exemption:	\$1,500,000.00	\$0.00
Personal Property:	\$0.00	\$0.00

13b. Identify the taxes paid and forgone in calendar year 2014 with regard to project investments:

Real Property Taxes Paid:	\$0.00	\$31,857.58
Real Property Taxes Forgone:	\$0.00	\$13,061.30
Personal Property Taxes Paid:		\$0.00
Personal Property Taxes Forgone:		\$0.00

13c. Identify cumulative taxes paid and foregone at the project site over the term of the CRA Agreement:

Real Property Taxes Paid:	\$31,857.58	\$31,857.58
Real Property Taxes Forgone:	\$13,061.30	\$13,061.30
Personal Property Taxes Paid:	\$0.00	\$0.00
Personal Property Taxes Forgone:		\$0.00

13d. State the type and total estimated value of any other incentives provided by the local authorities under the CRA Agreement:

\$0.00	\$0.00
--------	--------

14. Date of the most recent Tax Incentive Review Council (TIRC) review of this project:

	4/29/2013	3/17/2015
a. TIRC recommendations from most recent compliance review:	CONTINUE	CONTINUE
b. Local Government action/status on TIRC recommendation:	CONTINUE	CONTINUE

CERTIFICATION INFORMATION

I hereby represent and certify that the foregoing information, to the best of my knowledge, is true, complete, and accurately describes the status of the CRA project as of December 31, 2014.

Enterprise's Authorized Representative:

Signature

Jeanette Spiller/Corp. Secretary

Typed Name/Title:

Community Authorized Representative:

(CRA Housing Officer or C.E.O. of local government)

Signature

Tom Zimmerman/Housing Officer

Typed Name/Title:

Confirmation #:

14595



MWA Enterprises Ltd.



Development
Services Agency

SPECIFIC CRA AGREEMENT/PROJECT STATUS REPORT
2014 REPORT YEAR

Agreement #: 13-001

CRA #: 069-53550-02

Amendments/Corrections to Agreement Information

	Current Agreement Data	Changes/Corrections (blank if unchanged)
1. Name the business(es) party to the CRA Agreement:	MWA Enterprises, Ltd.	
2. Name the Local Governmental Jurisdiction(s) where the project is located:		
County:	HENRY	
City, Municipality, or Township:	NAPOLEON	
Local School District:	LIBERTY CENTER LOCAL SD	0
3. For the CRA Agreement:		
a. Execution Date:	6/18/2013	
b. Expiration Date:	12/31/2025	
c. Amendment Date(s) (please list all):		
4. Baseline total full-time permanent employment of the enterprise:		
a. At the facility prior to executing the CRA Agreement:		
Payroll:		
b. In Ohio prior to executing the CRA Agreement:	0	
5. Did the enterprise close or reduce employment at another site:		
a. Within Ohio as a result of this agreement?		
Community:		
Jobs:	0	
b. Outside of Ohio as a result of this agreement?		
State:		
Jobs:	0	

6. Number of permanent full-time jobs committed to create and/or retain within the CRA agreement:

Retain:	0	_____
Create:	25	_____

7. Job creation period outlined in agreement (months):	12	_____
--	----	-------

8. Estimated annual payroll attributed to the new and/or retained employees pursuant to question 6.:

Retained Payroll:	\$0.00	_____	\$0.00
New Payroll:	\$1,139,000.00	_____	

9. Enterprise's total project investment commitment and the eligible granted tax exemption as specified in the CRA Agreement:

Real Property:	\$1,004,300.00	_____
Granted Exemption:	\$1,004,300.00	_____

10. Tax exemptions granted to the business under the EZ Agreement:

Real Property Exemption:	100 %	_____	0 %
Real Property Exemption Term (years):	10	_____	

Actual Project Information as of December 31, 2014

11. Total number of full-time permanent employees employed by the CRA project site for the following categories:

a. As of 12/31/2014	0	_____	0
b. New jobs created attributed to the CRA Agreement:	0	_____	0
c. Jobs retained attributed to the CRA Agreement:	0	_____	0

12. Identify the total actual annual payroll as of 12/31/2014 attributed to the new employment (11b) resulting from the CRA Agreement:

\$0.00	_____	\$0.00
--------	-------	--------

13a. State the project investment level achieved from the signing of the CRA Agreement through December 31, 2014 :

Real Property:	\$0.00	_____	\$0.00
Real Property Eligible for Exemption:	\$0.00	_____	\$0.00
Personal Property:	\$0.00	_____	\$0.00

13b. Identify the taxes paid and forgone in calendar year 2014 with regard to project investments:

Real Property Taxes Paid:	\$0.00	\$0.00
Real Property Taxes Forgone:	\$0.00	\$0.00
Personal Property Taxes Paid:		\$0.00
Personal Property Taxes Forgone:		\$0.00

13c. Identify cumulative taxes paid and foregone at the project site over the term of the CRA Agreement:

Real Property Taxes Paid:	\$0.00	\$0.00
Real Property Taxes Forgone:	\$0.00	\$0.00
Personal Property Taxes Paid:	\$0.00	\$0.00
Personal Property Taxes Forgone:		\$0.00

13d. State the type and total estimated value of any other incentives provided by the local authorities under the CRA Agreement:

\$0.00	\$0.00
--------	--------

14. Date of the most recent Tax Incentive Review Council (TIRC) review of this project:

4/29/2013	3/17/2015
-----------	-----------

a. TIRC recommendations from most recent compliance review:

NA	NA
----	----

b. Local Government action/status on TIRC recommendation:

NA	NA
----	----

CERTIFICATION INFORMATION

I hereby represent and certify that the foregoing information, to the best of my knowledge, is true, complete, and accurately describes the status of the CRA project as of December 31, 2014.

Enterprise's Authorized Representative:

Signature

Jake Adams/CFO

Typed Name/Title:

Community Authorized Representative:

(CRA Housing Officer or C.E.O. of local government)

Signature

Tom Zimmerman/Housing Officer

Typed Name/Title:

Confirmation #:

55592

City Contract No. 2010-05

2010 COMMUNITY REINVESTMENT AREA AGREEMENT

between

CITY OF NAPOLEON, OHIO

and

NAPOLEON 1, LLC

Dated
as of
February 10 2010

The payment of the compensation payments due to the City and/or the School District, are for the benefit, run in favor of, and are enforceable by the City and the School District respectively, as the exclusive intended third party beneficiaries to the provisions and terms of this Section.

Section 10. Events of Default and Remedies. The occurrence of any of the following shall be considered an Event of Default by the Enterprise under this Agreement.

(a) If the Enterprise materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the City may terminate or modify the exemptions from taxation granted under this Agreement, and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this Agreement; further, the City may, at its option, secure repayment of such taxes by a lien on the exempted property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on the real property.

(b) Exemptions from taxation granted under this Agreement shall be revoked if it is determined that the Enterprise, any successor enterprise, or any related member (as those terms are defined in Section 3735.671 of the Ohio Revised Code) has violated the prohibitions against entering into this Agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

(c) If the Enterprise fails to pay such taxes or files such returns and reports as required by law concerning this exemption, exemptions from taxation granted under this Agreement shall be rescinded beginning with the year for which such taxes are charged or such reports are required to be filed and thereafter.

(d) If the Enterprise fails to provide information requested by the TIRC or to file copies of all Applications with the TIRC, then this Agreement may be terminated.

(e) If the Enterprise fails to create or cause to be created the number of new jobs at the Facility as stated in Section 4, or not created in the periods specified in that Section, or the amount of additional payroll resulting from those new employment opportunities is less than the amount stated in Section 4, then this Agreement may be terminated.

(f) The minimum investment for the Improvements is less than that stated in Section 6 after the Project completion date, then this Agreement may be terminated.

(g) In any three-year period during which this Agreement is in effect, the actual number of new jobs created at the Facility is not equal to or greater than 75% of the number of jobs stated in Section 4, then this Agreement may be terminated.



NAPOLEON 1 LLC.



Development
Services Agency

SPECIFIC CRA AGREEMENT/PROJECT STATUS REPORT
2014 REPORT YEAR

Agreement #: 10-001

CRA #: 069-53550-01

Amendments/Corrections to Agreement Information

	Current Agreement Data	Changes/Corrections (blank if unchanged)
1. Name the business(es) party to the CRA Agreement:	Napoleon 1, LLC.	
2. Name the Local Governmental Jurisdiction(s) where the project is located:		
County:	HENRY	
City, Municipality, or Township:	NAPOLEON	
Local School District:	NAPOLEON AREA CITY SD	0
3. For the CRA Agreement:		
a. Execution Date:	2/10/2010	
b. Expiration Date:	12/31/2022	
c. Amendment Date(s) (please list all):		
4. Baseline total full-time permanent employment of the enterprise:		
a. At the facility prior to executing the CRA Agreement:		
Payroll:		
b. In Ohio prior to executing the CRA Agreement:		
5. Did the enterprise close or reduce employment at another site:		
a. Within Ohio as a result of this agreement?		
Community:		
Jobs:	0	
b. Outside of Ohio as a result of this agreement?		
State:		
Jobs:	0	

6. Number of permanent full-time jobs committed to create and/or retain within the CRA agreement:

Retain:	21	_____
Create:	4	_____

7. Job creation period outlined in agreement (months):	11	_____
--	----	-------

8. Estimated annual payroll attributed to the new and/or retained employees pursuant to question 6.:

Retained Payroll:	\$600,000.00	\$600,000.00
New Payroll:	\$170,000.00	_____

9. Enterprise's total project investment commitment and the eligible granted tax exemption as specified in the CRA Agreement:

Real Property:	\$4,347,300.00	_____
Granted Exemption:	\$4,347,300.00	_____

10. Tax exemptions granted to the business under the EZ Agreement:

Real Property Exemption:	100 %	0 %
Real Property Exemption Term (years):	10	_____

Actual Project Information as of December 31, 2014

11. Total number of full-time permanent employees employed by the CRA project site for the following categories:

a. As of 12/31/2014	25	25
b. New jobs created attributed to the CRA Agreement:	46	6
c. Jobs retained attributed to the CRA Agreement:	21	21

12. Identify the total actual annual payroll as of 12/31/2014 attributed to the new employment (11b) resulting from the CRA Agreement:

\$180,000.00	\$280,000.00
--------------	--------------

13a. State the project investment level achieved from the signing of the CRA Agreement through December 31, 2014 :

Real Property:	\$4,347,300.00	\$4,347,300.00
Real Property Eligible for Exemption:	\$0.00	\$0.00
Personal Property:	\$0.00	\$0.00

13b. Identify the taxes paid and forgone in calendar year 2014 with regard to project investments:

Real Property Taxes Paid:	\$13,061.00	\$14,317.43
Real Property Taxes Forgone:	\$0.00	\$0.00
Personal Property Taxes Paid:		\$0.00
Personal Property Taxes Forgone:		\$0.00

13c. Identify cumulative taxes paid and foregone at the project site over the term of the CRA Agreement:

Real Property Taxes Paid:	\$31,478.00	\$31,478.00
Real Property Taxes Forgone:	\$0.00	\$0.00
Personal Property Taxes Paid:	\$0.00	\$0.00
Personal Property Taxes Forgone:		\$0.00

13d. State the type and total estimated value of any other incentives provided by the local authorities under the CRA Agreement:

\$0.00	\$0.00
--------	--------

14. Date of the most recent Tax Incentive Review Council (TIRC) review of this project:

4/29/2013	4/29/2013
-----------	-----------

a. TIRC recommendations from most recent compliance review:

CONTINUE	CONTINUE
----------	----------

b. Local Government action/status on TIRC recommendation:

CONTINUE	CONTINUE
----------	----------

CERTIFICATION INFORMATION

I hereby represent and certify that the foregoing information, to the best of my knowledge, is true, complete, and accurately describes the status of the CRA project as of December 31, 2014.

Enterprise's Authorized Representative:

Signature

Ray Cox/Managing Member

Typed Name/Title:

Community Authorized Representative:

(CRA Housing Officer or C.E.O. of local government)

Signature

Tom Zimmerman/Housing Officer

Typed Name/Title:

Confirmation #:

99425

2016 Status Report

From: "Zimmerman Tom" <tzimmerman@napoleonohio.com>
To: "Ray Cox" <rcox@nebraskaindustries.com>
Attachments: Status Report.pdf (163.1 kB); Agreement.pdf (750.7 kB);

03/17/17 10:51 AM

Ray Cox
Managing Member
Napoleon I, LLC

The Henry County Tax Incentive Review Council yearly review was on March 16 2017. In review of your Status Report that I send you each year to fill out for the Napoleon I, LLC CRA agreement, it was discussed during this meeting that the numbers have not changed in the last three years; specifically lines 8,11,12,13a and 13b in this report. They also want to know the name of your contact at Right-Aid that you get the employment numbers and payroll information from. This information will need to be obtained from Right-Aid in order to help you correct this matter for the TIRC.

As per the Agreement dated February 10, 2010 between The City of Napoleon and Napoleon I, LLC you are obligated to provide the TIRC with any and all information that is reasonably necessary to evaluate compliance with said agreement. The requested information is needed by March 27, 2017 to be discussed by the City's Housing Council and then City Council. I appreciate your cooperation in providing this information over the past few years and your willingness to help us resolve this matter for you currently. If you have any questions, please feel free to contact me at (419) 592-4010.

Attached to this E-Mail is the CRA Agreement Project Status Report 2016 that needs updated and the Agreement dated February 10, 2010 between The City of Napoleon and Napoleon I, LLC

Tom Zimmerman
Building Official
City of Napoleon OH
419-592-4010

RE: 2016 Status Report

From: "Ray Cox" <rcox@nebraskaindustries.com>

03/21/17 09:40 PM

To: "Zimmerman Tom" <tzimmerman@napoleonohio.com>

Tom

I called Rite Aid yesterday. Talked to the store manager in Napoleon. She had me call her boss. I did that and emailed him the questions that I had and he has to go to corporate to see if he can get the info.

I will keep you posted.

Thanks

Ray Cox

President

Nebraska Industries Corp

(419) 283-3296

From: Zimmerman Tom [mailto:tzimmerman@napoleonohio.com]

Sent: Friday, March 17, 2017 10:52 AM

To: Ray Cox <rcox@nebraskaindustries.com>

Subject: 2016 Status Report

Ray Cox
Managing Member
Napoleon I, LLC

The Henry County Tax Incentive Review Council yearly review was on March 16 2017. In review of your Status Report that I send you each year to fill out for the Napoleon I, LLC CRA agreement, it was discussed during this meeting that the numbers have not changed in the last three years; specifically lines 8,11,12,13a and 13b in this report. They also want to know the name of your contact at Right-Aid that you get the employment numbers and payroll information from. This information will need to be obtained from Right-Aid in order to help you correct this matter for the TIRC.

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Tom Zimmerman
Building Official
City of Napoleon OH
419-592-4010



City of Napoleon, Ohio

Department of Public Works

255 West Riverview Avenue, P.O. Box 151

Napoleon, OH 43545

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

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

www.napoleonohio.com

Memorandum

To: 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
Date: March 29, 2017
Subject: 2017 Street Striping Project
Recommendation of Award

On Wednesday, March 29, 2017, bids were opened and read aloud for the above referenced project. Two (2) bids were submitted and read as follows:

Zimmerman Paint Contractors Co.	\$104,514.25
A & A Safety, Inc.	\$120,944.45

The published Engineer's Estimate for this project is \$110,000.00. This project consists of restriping city streets and parking lots.

Having reviewed the submitted bids, it is my recommendation that Council award Zimmerman Paint Contractors Co. the contract for the 2017 Street Striping Project in the amount of \$104,514.25. If you have any questions or require additional information, please contact me at our convenience.

CEL



City of *NAPOLÉON*, Ohio

255 West Riverview Avenue • P.O. Box 151
Napoleon, Ohio 43545-0151
Phone: (419) 592-4010 • Fax: (419) 599-8393
Web Page: www.napoleonohio.com

March 23, 2017

Superintendent
Dennis P. Clapp

Supervisors
Mike Dietrich
Greg Kuhlman

City of Napoleon Council Members

I would like to make a recommendation as to the purchasing of a new flatbed truck for the City of Napoleon Electric Department. This would replace Truck 57 currently in service.

Specifications were obtained from the Ohio State Term Schedules (STS) contract list. Detailed cab and chassis specifications were researched and compared. Defining features included 18,000# GVWR with a 10,700# payload, dual rear wheels, and 4 wheel drive.

A 2017 Ford F550 cab and chassis from Walt Sweeney Ford was selected to meet these criteria at a cost of \$33,976. Once received, the cab and chassis will have a 12' hauler flatbed installed at an estimated cost of \$10,500. The total budgeted amount for the completed truck is \$60,000.

It is my recommendation to purchase the proposed Ford F550 cab and chassis, Item # 43AT under Ohio STS Contract #RS901017, at a cost of \$33,976.

Mr. Dennis Clapp
Electric Department Superintendent

PRICE SCHEDULEITEM #43AT- CAB & CHASSIS-18,000 LBS.-DRW-4WD-REG. CAB

DELIVERY:	INDICATE CITY/STATE OF MANUFACTURER:		
120 - 150 DAYS A.R.O. (SEE IV.A.)	Louisville, KY		
CONTRACTOR:	MFG:	MODEL:	MODEL NUMBER:
Walt Sweeney Ford, Inc. A	Ford	F-550	F5H
ITEM ID NO.: 30973	ESTIMATED # OF UNITS: 8	UNIT PRICE: \$ 32,665.00	

ITEM ID NO.	DELIVERY CHARGE	UNIT COST
31121	Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor:	\$ 0.49
31128	Minimum Delivery Charge	\$ 100.00

ITEM ID NO.	DEALER OPTION/ORDER CODE	OPTION	UNIT COST
30974	45 DAY	45-Day Tags	\$ 18.50
30975	EPM	Parts Manual (Electronic)	\$ 395.00
30976	ESM	Service Manual (Electronic)	\$ 395.00
30977	KEYS	Additional Set of Keys with FOB Enabling Electronic Keyless Entry	\$ 250.00
30978	SBE	Seat Belt Extender (1 unit)	\$ 0.00
30979	1S	Cloth Seat Covering	\$ 92.00
30980	TOW	Tow Hitch/7-Pin Receptacle/Brake Controller	\$ 525.00 ✓
30981	7-PIN	7-Pin Trailer Receptacle Wiring (See Supplement A, page 161)	\$ 60.00
30982	TGB	All Terrain Tires	\$ 214.00 ✓
30983	TTM	Trailer Tow Mirrors	\$ 0.00 ✓
30984	76C	Backup Alarm	\$ 65.00
30985	18B	Step Rails/Running Boards	\$ 319.00 ✓
30986	DB2	2 Yard Dump Body	\$ 8,845.00
30987	99T	Diesel Engine	\$ 7,900.00
30988	84CA	84" CA in lieu of 60" CA (N/A with 2 Yard Dump Body)	\$ 169.00 ✓
30989	473	Manufacturer Snow Plow Prep Package (Includes HD Suspension, HD Alternator, HD Transmission Cooling, Skid Plates, Etc.) Does not include Snow Plow	\$ 84.00 ✓
30990	SP85	Snow Plow Package (order w/Snow Plow Prep Package) Blade Length: 8.5'	\$ 3,150.00

STATE BID

33,976.00



Rich Ford
904 Stryker Street, Archbold, Ohio, 435021052
Office: 419-445-7460

Customer Proposal

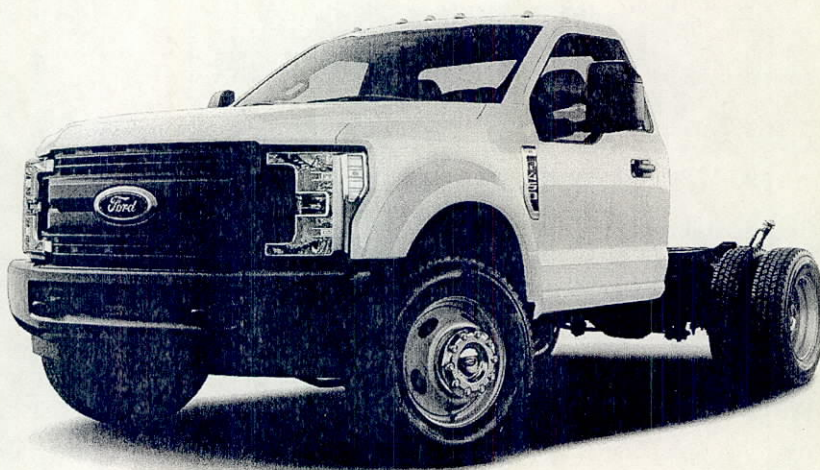
BID ON LAST PAGE (7)

Prepared by:

James Gautsche
Office: 419-445-7460
Email: jgautsche@richford.tv

Date: 02/20/2017

Vehicle: 2017 F-550 Chassis XL
4x4 SD Regular Cab 169" WB DRW





Rich Ford
904 Stryker Street, Archbold, Ohio, 435021052
Office: 419-445-7460

2017 F-550 Chassis, SD Regular Cab
4x4 SD Regular Cab 169" WB DRW XL(F5H)
Price Level: 745

Selected Options (cont'd)

Code	Description	MSRP	Invoice
Other Options			
PAINT	Monotone Paint Application	STD	STD
169WB	169" Wheelbase	STD	STD
90L	Power Equipment Group	\$915.00	\$841.00
	<i>Deletes passenger side lock cylinder. Includes upgraded door-trim panel.</i> <i>Includes:</i> <i>- Accessory Delay</i> <i>- Trailer Tow Mirrors w/Power Heated Glass</i> <i>- Includes manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals.</i> <i>- MyKey</i> <i>- Includes owner controls feature.</i> <i>- Perimeter Anti-Theft Alarm</i> <i>- Power Front Side Windows</i> <i>- Includes 1-touch up/down driver/passenger window.</i> <i>- Power Locks</i> <i>- Remote Keyless Entry</i> <i>- SecuriLock Passive Anti-Theft System (PATS)</i>		
473	Snow Plow Prep Package	\$85.00	\$79.00
	<i>Includes pre-selected springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations). NOTE 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details. NOTE 2: Also allows for the attachment of a winch.</i>		
52B	Trailer Brake Controller	\$270.00	\$249.00
	<i>Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only.</i>		
18B	Platform Running Boards	\$320.00	\$295.00
59H	Center High-Mounted Stop Lamp (CHMSL)	N/C	N/C
STDRD	Radio: AM/FM Stereo	Included	Included
	<i>Includes 4 speakers.</i>		
Fleet Options			
525	Steering Wheel-Mounted Cruise Control (LPO)	\$235.00	\$216.00
	REQUIRES valid FIN code.		
Emissions			
425	50-State Emissions System	STD	STD
Interior Colors			
AS_04	Medium Earth Gray	N/C	N/C
Primary Colors			
Z1_01	Oxford White	N/C	N/C

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Rich Ford
904 Stryker Street, Archbold, Ohio, 435021052
Office: 419-445-7460

2017 F-550 Chassis, SD Regular Cab
4x4 SD Regular Cab 169" WB DRW XL(F5H)
Price Level: 745

Pricing - Single Vehicle

	MSRP	INVOICE
<i>Vehicle Pricing</i>		
Base Vehicle Price	\$41,740.00	\$39,444.00
Options & Colors	\$2,375.00	\$2,187.00
Upfitting	\$0.00	\$0.00
Fuel Charge	\$0.00	\$17.12
Destination Charge	\$1,195.00	\$1,195.00
Subtotal	\$45,310.00	\$42,843.12
<i>Pre-Tax Adjustments</i>		
Description		
	\$0.00	-\$5,318.12
Total	\$45,310.00	\$37,525.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Rich Ford

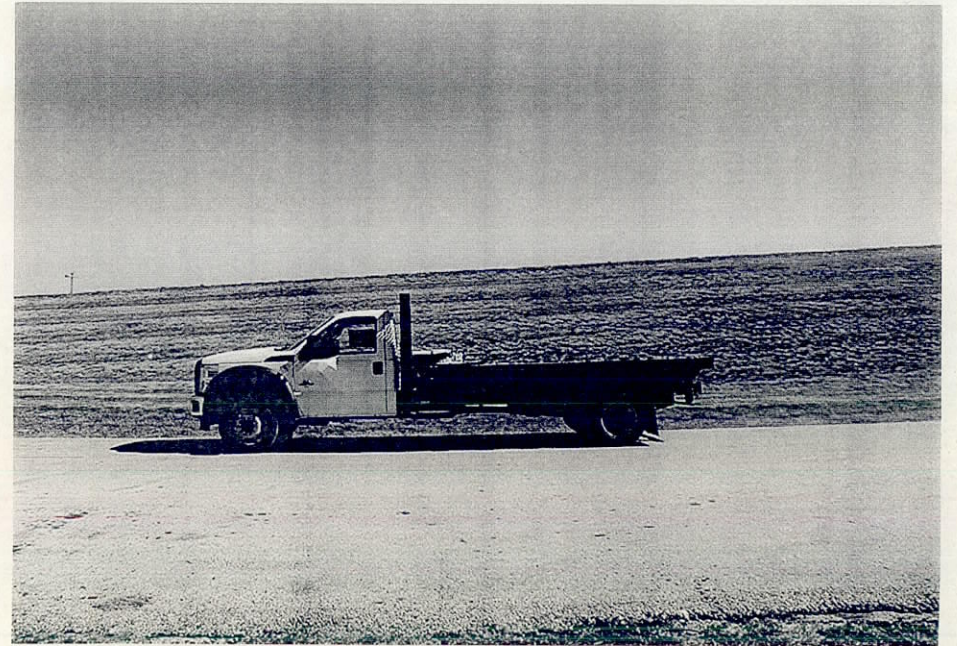
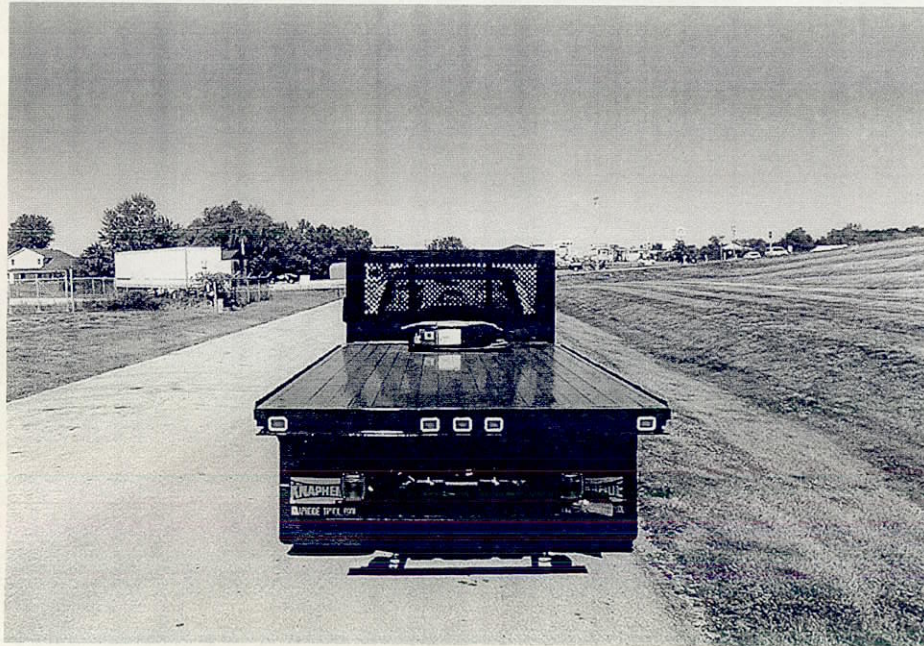
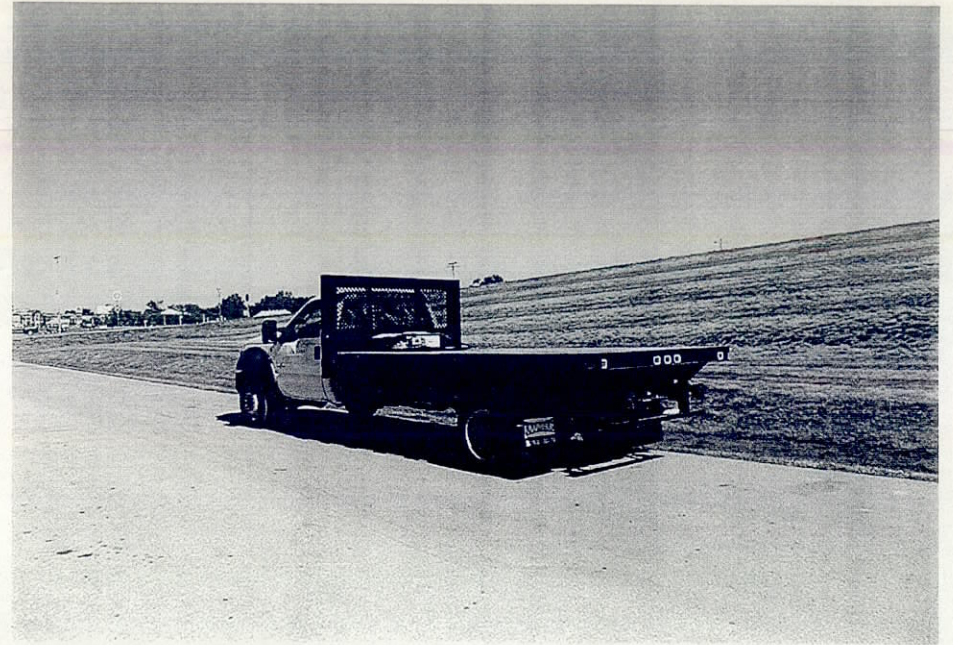
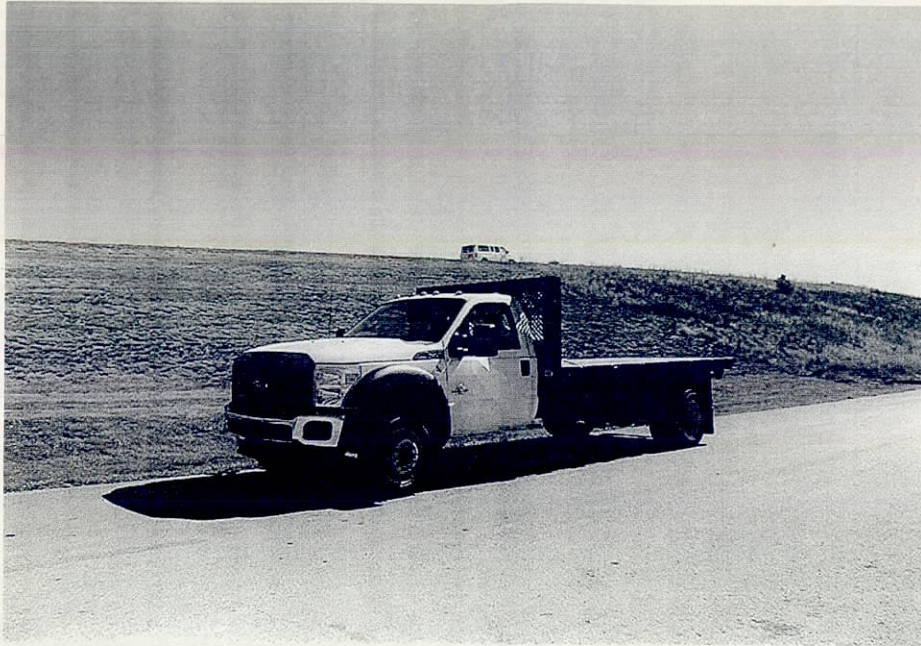
904 Stryker Street, Archbold, Ohio, 435021052
Office: 419-445-7460

2017 F-550 Chassis, SD Regular Cab
4x4 SD Regular Cab 169" WB DRW XL(F5H)
Price Level: 745

SecuriLock Passive Anti-Theft System (PATS)	Included
Snow Plow Prep Package	\$85.00
Trailer Brake Controller	\$270.00
Platform Running Boards	\$320.00
Center High-Mounted Stop Lamp (CHMSL)	N/C
Steering Wheel-Mounted Cruise Control (LPO)	\$235.00
Oxford White	N/C
Medium Earth Gray	N/C
<hr/>	
SUBTOTAL	\$44,115.00
Destination Charge	\$1,195.00
<hr/>	
TOTAL	\$45,310.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared by: James Gautsche Date: 02/20/2017



City of Napoleon, Ohio

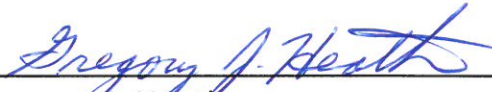
TECHNOLOGY COMMITTEE

Monday, April 03, 2017 at 6:00 pm

SPECIAL MEETING AGENDA

LOCATION: City Building, 255 West Riverview Avenue, Napoleon, Ohio

- 1) Approval of Minutes from March 06, 2017 (*In the absence of any objections or corrections, the Minutes shall stand approved.*)
- 2) Discussion Regarding Costs for an Email Exchange Server.
- 3) Any other matters currently assigned to the Committee.
- 4) Adjournment.



Gregory J. Heath

Finance Director/Clerk of Council

TECHNOLOGY & COMMUNICATION COMMITTEE

MEETING MINUTES

PRESENT

Rita Small - Chair, Dan Baer, Travis Sheaffer
Gregory J. Heath, Finance Director/Clerk of Council
Joel Mazur, City Manager
Dan Wachtman, MIS Administrator
Robert Weitzel, Police Chief
Roxanne Dietrich

Recorder

ABSENT

Chairman Small called the meeting to order at 6:17 pm.

Minutes from the January 03, 2017 meeting stand approved as presented with no objections or corrections.

Motion: Sheaffer
to un-table City Email Server

Roll Call vote on the above motion:
Yea-Sheaffer, Small, Baer
Nay-

Mazur commented there are concerns with the reliability of IceWarp. The cost of IceWarp for unlimited users is \$3,000/year with \$1,000 paid by the County. The question was asked if the County is paying the \$1,000. Wachtman responded the County has agreed to pay the \$1,000 once they sign an agreement which is currently being drafted by the Law Director.

Discussion points were: (1) continue with IceWarp, (2) we go to a hosted solution like Office 365 or Goggle and move our domain over to them and pay a per user cost and get their service; or (3) a Microsoft exchange server at a cost of \$5/user/month. Currently we have approximately 100 users. Not all users need all the features, so that number could be modified. Wachtman said if you buy a Microsoft exchange server, the preliminary figure for our number of users would be \$30,000-\$35,000 and you still end up with admin time. Sheaffer commented he quoted a Dell server at \$7,300 for server, 2016 exchange enterprise at \$3,800 and shared side \$6,300.

Wachtman said if go with hosted, they take care of everything you don't have to worry about hardware and reduces admin time and cost.

Motion to Present Options to Council

Service costs were:
Vince's TV at \$319.00 /month
Ridgeville (Flexcom) at \$480/month
Sheaffer asked about CenturyLink
Wachtman responded he did not even call them
Sheaffer asked that he get a cost from CenturyLink too. What was the budgeted amount was. Wachtman said \$58,000.00.

**Motion to
Recommend to
Council
Flexcom/Avia for
Telephone Service**

Motion: Sheaffer Second: Baer
to recommend to Council for telephone service to go with Flexcom/Avia.

**Passed
Yea-3
Nay-0**

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

Other Matters

Adjournment

Motion: Sheaffer Second: Baer
To adjourn the meeting at 7:03 pm.

**Passed
Yea-3
Nay-0**

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

Date Approved

April 03, 2017

Rita Small, Chair

City of Napoleon, Ohio

HOUSING COUNCIL

Monday, April 03, 2017 at 6:30 pm
Meeting Agenda

LOCATION: City Building, 255 West Riverview Avenue, Napoleon, Ohio

- 1) Approval of Minutes from April 12, 2016 (*In the absence of any objections or corrections, the Minutes shall stand approved.*)
- 2) Review and Approval of TIRC Recommendations.
- 3) Any other matters currently assigned to the Housing Council.
- 4) Adjournment.



Gregory J. Heath
Finance Director/Clerk of Council

PRESENT Members

City Staff

Recorder

Swearing in of Appointments to the Housing Council

Call To Order

Minutes

Appointment of Two (2) Persons to the Housing Council

Motion To Approve Appointment of Two (2) Persons to Housing Council

Passed
Yea- 5
Nay- 0

Swearing in of Appointments to the Housing Council

Election of Chair For Housing Council

Motion To Approve Election of Chair Of Housing Council

Passed
Yea- 6
Nay- 1

Patrick McColley - Chair, Jon Tassler, Kevin Yarnell, Cheryl Hershberger,
Joel Miller, Joe Bialarucki, Ted Rohrs,
Gregory J. Heath, Finance Director/Clerk of Council

Anne Taylor

Recorder Anne Taylor swore in members as follows:
 Ted Rohrs and Joel Miller, appointed by Council
 Patrick McColley and Joe Bialorucki, appointed by the Mayor
 Cheryl Hershberger, appointed by the Planning Commission

Clerk of Council Greg Heath called the meeting to order at 6:30pm.

Minutes of the April 6, 2015 meeting stand approved as presented with no objections or corrections.

The Housing Council must appoint Two (2) persons as members of the Housing Council

Motion: Miller Second: Bialorucki
Appointed Jon Tassler and Kevin Yarnell to the Housing Council

Roll call vote on above motion:
Yea- Bialorucki, Hershberger, McColley, Miller, Rohrs
Nay-

Recorder Anne Taylor swore in members as follows:
Jon Tassler and Kevin Yarnell appointed by the Housing Council

Hershberger Nominated McColley as Chair of the Housing Council.

Motion: Hershberger Second: Yarnell

Roll call vote on above motion:
Yea- Bialorucki, Hershberger, Miller, Rohrs, Tassler, Yarnell
Nay-McColley

**Review of Annual
Recommendations
from 2016 Tax
Incentive Review
Council (TIRC)**

**Motion To Approve
Recommendations
From 2016 Tax
Incentive Review
Council (TIRC) of the
Listed CRA
Agreements On The
Attachment**

Passed
Yea- 7
Nay- 0

**Motion To Adjourn
Housing Council**

Passed
Yea- 7
Nay- 0

Date Approved:

April 3, 2017

In a letter from Amanda Griffith of the Henry County Community Improvement Corporation, she requested that the Housing Council approve the recommendations of the TIRC regarding the listed CRA agreements. (See Attached) General discussion on the TIRC recommendations followed.

Motion: Miller Second: Tassler
To approve the recommendations from 2016 Tax Incentive Review Council (TIRC) regarding the listed CRA agreements on the attachment.

Roll call vote on above motion:
Yea- Bialorucki, Hershberger, McColley, Miller, Rohrs, Tassler, Yarnell
Nay-

Motion: Yarnell Second: Bialorucki
To adjourn the Housing Council meeting at 6:45pm.

Roll call vote on above motion:
Yea- Bialorucki, Hershberger, McColley, Miller, Rohrs, Tassler, Yarnell
Nay-

Patrick McColley, Chair



Update

A weekly newsletter presented by AMP President/CEO Marc Gerken

March 24, 2017

PJM, FERC discuss capacity constructs

By Ed Tatum – vice president of transmission

On March 6, 2017, PJM began stakeholder discussions on the interaction between state actions to provide support to generation and the effect on PJM's capacity construct. The new stakeholder group is called the Capacity Construct/Public Policy Senior Task Force. AMP presented a proposed problem statement and issue charge to create the group at five PJM senior stakeholder meetings from September 2016 through January 2017.

As states have begun creating retail charges to support generation, whether it is to prop up resources that are struggling in the market, such as nuclear plants, or to promote renewable generation, merchant generators have challenged the retail support claiming that it amounts to unjust subsidies and makes it harder or impossible for merchant generators to compete in the marketplace. Some merchant generators have proposed to broadly apply a Minimum Offer Price Rule (MOPR) to both new and existing generators as a way to counter the state support.

PJM currently has a MOPR that applies only to new natural gas units that allows the RTO or its market monitor to force a utility to offer its generation into the capacity auction at a price that may exceed the actual costs and could result in the natural gas unit not being committed in the auction as its offer would exceed the clearing price. When the generation resource is not committed in the auction, the utility must purchase generation capacity to cover for the uncommitted resource in order to meet its capacity requirement obligations. In other words, there is a risk that the utility is forced to pay twice for capacity: first for the costs of its own generation resource that failed to clear as a result of the inflated MOPR offer, and second for the replacement capacity. AMP's interest in the process is to ensure the ability for members to self-supply their capacity is maintained and not subjected to the MOPR.

This issue has also captured the attention of the Federal Energy Regulatory Commission (FERC), which will hold a technical conference on May 1-2, 2017. FERC described the purpose of the technical conference in its notice as fostering further discussion regarding the development of regional solutions in the eastern RTOs that reconcile the competitive market framework with the increasing interest by states to support particular resources or resource attributes.

In particular, FERC hopes to discuss long-term expectations regarding the relative roles of wholesale markets and state policies in the eastern RTOs in shaping the quantity and composition of resources needed to cost-effectively meet future reliability and operational needs, and FERC

see CAPACITY Page 2

Energy markets update

By Jerry Willman – assistant vice president of energy marketing

The prompt month April contract on Thursday increased \$0.040/MMBtu to settle at \$3.051/MMBtu. The EIA reported a withdrawal of 150 Bcf for the week ending March 17, 3 Bcf below analyst expectations. This was the largest withdrawal historically for the third week in March.

On-peak power prices for 2018 at AD Hub closed yesterday at \$36.22/MWh, which was \$0.25/MWh higher for the week.

FERC accepts new MAIT transmission rate

By Chris Norton – director of market regulatory affairs

On March 10, 2017, the Federal Energy Regulatory Commission (FERC) accepted Mid-Atlantic Interstate Transmission's (MAIT) proposed forward-looking formula transmission rate, effective July 1, 2017.

MAIT is a combination of the Pennsylvania Electric Company (Penelec) and Metropolitan Edison Company (MetEd) transmission systems. FirstEnergy, the parent company of Penelec and MetEd, filed a proposal to combine the transmission systems of the two companies into a new company called MAIT and to switch from a fixed transmission rate to a forward-looking formula transmission rate.

In the Oct. 28, 2016, filing MAIT proposed a Jan. 1, 2017, effective date. Although FERC accepted the filing, the Commission suspended the effective date of the rate for five months, the longest suspension allowed by law. FERC set the proposed rate for hearing, but then suspended the hearing and directed MAIT and the compa-

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CAPACITY continued from Page 1

wants to understand the potential for sustainable wholesale market designs that both preserve the benefits of regional markets and respect state policies.

AMP will participate in the PJM stakeholder process to defend members' rights, has requested to speak at the FERC technical conference and will provide updates as this matter progresses.

AFEC update

By Jerry Willman

The Fremont plant operated in 2x1 configuration and remained online for the week. Duct firing operated for 83 hours this week.

The plant generated at a 84 percent capacity factor (based on 675 MW rating).

Limited spots available for 2017 AMP training courses

By Jennifer Flockertzie – technical services program coordinator

Those interested in AMP's upcoming training programs are encouraged to sign up soon as the classes are quickly filling up, with a limited number of spots remaining.

The Underground Distribution Workshop, to take place April 11-13, has one spot available. The course is a combination of outdoor hands-on and classroom training focusing on underground installation techniques, technology and equipment.

Multiple spots are still available for the Major Changes & Overview of the 2017 National Electric Safety Code (NESC) class, to be held April 18. The course will provide a general overview of the 2017 edition of the NESC, and address the major changes to this edition of the publication.

AMP's popular lineworker training series offers four classes that cater to the needs of lineworkers at every level in their career – from basic to advanced. Classes in the series and availability include:

- Basic 1 (May 22-26): Three spots left
- Basic 2 (Sept. 11-15): Two spots left
- Intermediate (June 12-16): Eight spots left
- Advanced (Oct. 2-6): 10 spots left

Wait lists will be started once classes reach capacity. Additional classes will be added if there is sufficient member interest. A full list of training courses and descriptions is available in AMP's 2017 Training Catalog, located on the Member Extranet section of the AMP [website](http://www.amppartners.org).

For more information or to register, please contact me at jflockertzie@amppartners.org or 614.540.0853.



News or Ads?

Call Kerin Scott at 614.540.6406 or email to kscott@amppartners.org if you would like to pass along news or ads.

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

Week ending March 24

MON	TUE	WED	THU	FRI
\$36.07	\$33.53	\$42.38	\$36.45	\$28.47

Week ending March 17

MON	TUE	WED	THU	FRI
\$39.78	\$47.10	\$49.26	\$40.86	\$33.46

AEP/Dayton 2018 5x16 price as of March 23 — \$36.22

AEP/Dayton 2018 5x16 price as of March 16 — \$35.97

New MAIT transmission rate

continued from Page 1

nies that protested the filing to engage in settlement talks mediated by a FERC administrative law judge. AMP protested various aspects of the rate and is therefore a party to the docket and will participate in the settlement talks.

As proposed, the transmission rate for the AMP members in the MAIT system, what used to be Penelec and MetEd, would increase from \$15,112 MW-year (\$1.26 kW-month) to \$22,612.39 MW-year (\$1.88 kW-month), an increase of about 49.6 percent. Additionally, the rate would be a forward-looking formula transmission rate. Forward-looking formula transmission rates update each year based on the transmission company's projected costs, including projected new transmission facilities, for the upcoming rate year. After the rate year is complete, the transmission company determines the actual costs from the year and compares the actual costs to the projected rate that it recovered during the rate year. Any difference between the actual costs and projected costs recovered during the rate year is then applied to the next rate year as a true-up charge or credit. To prevent the company from providing itself with interest-free loans, FERC requires the company to include interest in the true-up charge or credit.

AMP will continue to update the members as new information becomes available.

Calendar

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

AMP launches Twitter account

By Michael Beirne – vice president of external affairs

AMP expanded its social media presence this week with the launch of a Twitter account. The new account will join the organization's other social media pages, which include Facebook and LinkedIn. This will allow the organization to deliver the public power message to a wider audience as use of social media by utility customers and the general public continues to grow.



AMP's social media initiatives are part of a strategic effort to increase visibility of the organization and enhance knowledge of public power. As part of that effort, AMP distributed a sample list of social media posts in February, with the intent to distribute similar posts on a quarterly basis.

We encourage you to follow, like and engage with us on all of our social media platforms. For additional information, please contact me at mbeirne@amppartners.org or 614.540.0835.

APPA to hold webinar covering smart workforce technologies

By Michelle Palmer, PE – vice president of technical services

The American Public Power Association (APPA) will hold a webinar March 28 to address utility-specific mobile apps and cloud software platforms that can help improve a utility workforce's safety, reliability and response time. Intended for utility managers, crew chiefs and municipal safety directors, the webinar will present public power case studies that demonstrate how these new technologies can be leveraged to improve utility operations and customer service.

Topics to be covered in the webinar, to take place from 2 to 3:30 p.m., include:

- How mobile workforce technologies unify the field and office to better manage utility crews;
- How integration with AVL solutions provides a map-based view of the real-time, GPS-based location of vehicles and their relation to utility assets; and
- How mobile apps can improve worker safety and response time.

Registration and additional information is available on the APPA [website](http://www.appa.org).

Finance webinar covers interest rates, tax reform

By Joe Regan – member credit compliance analyst

AMP hosted 18 participants from 12 member communities in four states for the first Finance & Accounting webinar of 2017.

Jim Moore, Principal of Kensington Capital Advisors, provided a detailed discussion on the post-election interest rate environment and the potential effects of tax reform. Specifically, Moore provided a background on interest rate theory, including the U.S. interest rate background. Moore also discussed global interest rates and the impact on U.S. rates as well as elaborating on the impact of the 2016 election and potential tax reform impact on interest rates. Additionally, Moore discussed tax-exempt versus taxable interest rate markets.

Please stay tuned for upcoming Finance & Accounting webinars. If you have any questions, please contact me at jregan2@amppartners.org or 614.540.6913.

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Classifieds

Electric department director needed at OMLPS

Oberlin Municipal Light and Power System (OMLPS) is in search of candidates for the position of electric department director to oversee all engineering, financial, administrative and management functions of the light and power system. Qualifications include a bachelor's degree in electrical engineering, public administration or related field; at least five years of hands-on experience

in generation, transmission and distribution operations, including extensive planning, personnel management and financial experience; or an equivalent combination of education and experience that provides the skills and abilities necessary to perform the primary job duties. Understanding of energy trends, energy reduction funding programs, alternative energy and power purchasing is a plus. A valid Ohio driver's license is required.

Applications and a full job description are available at
see CLASSIFIEDS Page 4

www.cityofoberlin.com or at the Oberlin City Hall, located at 85 S. Main St., Oberlin, OH 44074. A cover letter and resume should be included with completed application.

Bryan Municipal Utilities begins search for director of utilities

Bryan Municipal Utilities is currently accepting applications for director of utilities. This position reports to a five-member board. Work involves planning, organizing and coordinating all utility functions for electric transmission and distribution, cable and fiber Internet, hydro, fuel and solar generation, water distribution, water supply and treatment, and utility engineering; developing operating objectives, policies and programs for all administrative activities and developing and implementing, at board direction, an annual budget and a long-range capital budget for each operation.

A job description with qualifications may be downloaded from www.cityofbryan.net. Please submit resume by April 5 to humanresources@cityofbryan.com, or mail to 841 E. Edgerton St., Bryan, OH 43506. Former resumes submitted may be considered. EOE.

Pretreatment coordinator needed in City of Jackson

The City of Jackson is in search of a pretreatment coordinator to work within the city's wastewater treatment department. Qualifications include an associate degree in a science-related field or two years of experience in wastewater treatment, and/or possession of a Class I OEPA operator's certification at time of employment.

Applications and a complete job description is available [online](#) or at the City of Jackson Memorial Building, located at 145 Broadway St., Jackson, OH 45640. Applications should be returned to the City of Jackson Service/Safety Director's Office, 145 Broadway St., Jackson, OH 45640. The deadline to apply is 4:30 p.m. March 30. EOE.

City of Columbus in need of lamp servicer applicants

The City of Columbus Department of Public Utilities Division of Power is seeking qualified applicants for the open competitive examination for the classification of lamp servicer. This position will be responsible for maintaining street lighting systems for the Division of Power using various tools for the repair and replacement of street lighting equipment.

Qualifications include one year of experience working with energized electrical lines or equipment, or successful completion of a formal training program in the general principles of electricity or power distribution. By the completion of the probationary period, appointees to this position must possess a valid, Class A CDL allowing the operation of vehicles with air brakes. Candidate must possess a

valid driver's license upon appointment. Starting salary is \$19.32 to \$28.58 per hour. Interested applicants can apply on the Columbus Civil Service Commission [website](#). The deadline to apply is April 7. EOE.

Edgerton has multiple career opportunities available

The Village of Edgerton is seeking applicants for the following positions.

Lineworker – This position requires a high level of knowledge, skills and experience in the construction and maintenance of overhead and underground distribution and distribution systems. It also requires working with high voltages in all weather conditions and climbing and working off poles, as well as operating line trucks, bucket trucks, trenchers and other related equipment. Preferred candidate will have a high school diploma or equivalency and will have completed a recognized apprenticeship program. Equivalent work experience as a lineworker journeyman is acceptable. Candidate must have considerable knowledge of electrical theory, underground electrical systems and equipment; mechanical aptitude; and have or obtain a class B CDL with airbrake endorsement within 60 days of hire. Wages commensurate with experience and education. Applications or resumes should be emailed to dawnf@edgerton-ohio.com; or mailed to Edgerton Utilities, 324 N. Michigan Ave., PO Box 609, Edgerton, OH 43517 by noon April 3.

Village Police Chief – This position will report to the mayor and will promote and deliver security, safety and quality of police services to the community. Duties include planning, directing, managing and supervising the administrative, operational and financial activities of the police department. The candidate should have a high school diploma (or GED), must be a sworn-in police officer in the state of Ohio or another state, and a minimum of 10 years of experience as a police officer. A valid driver's license is required. Salary commensurate with qualifications and experience. Interested candidates should submit a resume and cover letter by 4 p.m. April 14. Documents should be mailed to Mayor, Village of Edgerton, PO Box 609, 324 N. Michigan Ave., Edgerton, OH 43517.

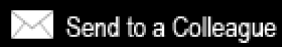
AMP is in search of candidates for position of IT intern

American Municipal Power, Inc. (AMP) is seeking applicants for the position of 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.

For additional information or a complete job description, please visit the "careers" section of the AMP [website](#).

[Join Our Mailing List](#)



March 31, 2017

This was another substantial week at the General Assembly. Some of the highlights include: the Ohio House continued debating the centralization of the municipal net profits tax; the Transportation Budget was sent to the Governor; the House passed major energy mandates legislation; and the House Insurance Committee delayed voting on the Workers' Compensation Budget.

Next Tuesday, Governor Kasich will give the State of the State Address in Sandusky, Ohio, the Rollercoaster Capital of the World. We would encourage members to go to the address, and take the opportunity to talk to members of the General Assembly about your concerns regarding municipal issues.

HOUSE FINANCE COMMITTEE CONTINUES TESTIMONY ON MUNI TAX ISSUES IN BUDGET PROPOSAL

The House Finance Committee met this week to discuss HB 49, the governor's proposed budget bill. Multiple parties testified on the tax changes proposed in the bill, including the municipal tax issues of centralized collection and throwback.

OML Executive Director Kent Scarrett offered testimony (which can be accessed [HERE](#)) in opposition to several areas of the administration's proposal, which will negatively impact Ohio cities and villages. The league shared with committee members points of opposition that league members have with centralizing the collection aspects of the municipal net profits tax, the revenue impacts related to the removal of the "Throwback" rule and the continuing "tax shift" that will result and how the LGF proposal to create winners and losers in the new scheme to change the distribution methods is not the right answer to address changes made by the state in how it supports their local partners.

Finance committee members also heard from Melinda Frank, Income Tax Administrator for the City of Columbus, who shared with legislators how many of the changes being proposed would adversely affect Columbus' tax payers and other intended and unintended consequences which legislators need to be aware of, if they are going to support the proposal from the administration. A copy of Mindy's testimony can be found [HERE](#).

The league very much appreciates the time the city of Columbus has invested in this effort to educate members of the legislature on the consequences of the tax changes to

municipalities and we appreciate Mentor City Council submitting their written opposition to the committee, in the form of the Resolution opposing the plan.

Other testimony included the Ohio Township Association as interested party (and opposed to centralized collection), while NFIB and a coalition of the Associated General Contractors, the Ohio Contractors Association, the National Electrical Contractors Association, the Mechanical Contractors Association, and the Construction Association supported the municipal tax changes.

The House Finance Committee will meet Wednesday, April 5th, at 11 am in House Finance hearing room #313, to receive any final witnesses interested in testifying on the Governor's proposed budget plan. We anticipate this will be the final hearing by the committee before the legislature adjourns for the Spring recess, returning the last week of April, when the House budget priorities should be announced.

If you are interested in providing written or oral testimony before the committee, the league would be happy to assist members in any way possible. Please contact our office for any guidance or questions you may have.

OHIO TOWNSHIP ASSOCIATION OFFERS OPPONENT TESTIMONY ON MUNICIPAL TAX ISSUES IN GOVERNOR'S BUDGET

Matthew DeTemple, the Executive Director of the Ohio Township Association gave testimony this week to the Ohio House Finance Committee, wherein he spoke of the way the municipal income tax proposals in the budget will negatively affect townships.

DeTemple noted that townships are often required to provide certain services under Joint Economic Development Zone agreements and Joint Economic Development District agreements and that townships would see a loss of revenue due to the proposed changes.

Also, he spoke about how the proposed changes to the Local Government Fund would negatively impact townships as well. The County Commissioners association offered two county commissioner witnesses who gave opponent testimony concerning changes be proposed to the LGF and shared with committee members how the proposal would negatively affect counties.

TRANSPORTATION BUDGET SENT TO GOVERNOR

The Transportation Budget HB 26, introduced by Representative Rob McColley (R-Napoleon) was sent to the Governor for his signature this week. The bill underwent major changes between the House-passed and Senate-passed version, so it was sent to a Conference Committee on Monday. Both Chambers passed the Conference Committee bill on Wednesday.

The Conference Committee made the following changes:

- removed \$48 million from the Ohio Public Works Commission's Local Transportation Improvement Program (LTIP)
- removed \$30 million from public transit dollars, that were to come from the Volkswagen Emissions Mitigation Trust Fund

- kept language requiring \$33 million in FY '18 and FY '19 from Highway Operating Fund to support public transportation
- allowed counties to raise revenue for infrastructure by adding a \$5 license plate fee through resolution
- allowed the deputy registrar fee at the Ohio Bureau of Motor Vehicle to be increased up to \$5.25 at the agency's discretion
- increases the earmark in FY '18 and FY '19 for construction, reconstruction, or maintenance of park drives or parks roads within the boundaries of metropolitan parks.

Proponents of the reduction in allotments said that moving that much money into LTIP funds would jeopardize federal funding for the Ohio Department of Transportation (ODOT). Representative McColley said the number that was given to him by ODOT was that potentially we could get \$4 for every state dollar that we put up, so there was an advisory opinion given by ODOT that federal matching funds could be in jeopardy and that the policy decision to direct the local aid should be reconsidered. In discussing current ODOT practices for distributing discretionary funds, the representative reflected that the state has appropriated \$330 million for local governments and that there has been a demonstration to support local governments.

McColley also said that the Volkswagen provisions should simply be delayed because the Ohio Environmental Protection Agency and Ohio Attorney General have advised the General Assembly that "they're still developing protocols for how that money is going to distributed." Also the money from the settlement has yet to be received by the state of Ohio.

The league looks forward to working with Senate Transportation, Commerce and Workforce Committee Chairman Frank LaRose (R-Hudson) to resolve some of the outstanding issues that remain and the conversations surrounding more support more public transit.

Other significant provisions include:

- reauthorization of the Ohio Bridge Partnership Program "SB 6"
- reduces the portion of annual State Capital Improvement Program (SCIP) funding that each district Public Works Integrating Committee is allocated to support Loans or local debt support loans or debt support, from 15% under current law to 10%, beginning in Program year 32 (fyi 2019)
- failure to display a front license plate will become a secondary offense only, subject to a maximum \$100 fine
- court clerks serving as deputy registrars in eight small counties will receive \$8000 per year stipend as part of a pilot program
- the registration fee for commercial vehicles weighing up to 78,000 pounds will be lowered from \$30 to \$15 in Clinton, Franklin, Lucas, Mahoning, Montgomery, and Stark counties
- counties with national forests will receive proceeds from the sale of timber sourced from there (this is already in law, but County Engineers testified that they have not seen these funds)

BOTH CHAMBERS PASS MULTIPLE BILLS RELATED TO MUNICIPALITIES

The House and Senate both passed a number of bills that municipalities should take note of. First, is House Bill 103, introduced by Representative Bill Reinke (R-Tiffin), which 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. At the floor debate, Representative Heather Bishoff (D-Blacklick) mentioned that it is not always the municipalities' fault that they are in fiscal emergency and that there needs to be more of an emphasis on the financial planning title of the bill. Representative Kent Smith (D-Euclid) shared with the members of the House that just 1 percent of the state's Rainy Day Fund could make all 33 of the communities in fiscal emergency whole. The bill will move on to the Senate for their consideration on the House work.

Next, the House passed House Bill 44, introduced by Representative Bill Patmon (D-Cleveland) which would designate May 24 as First Responder's Appreciation Day. The League is very supportive of this legislation.

Lastly, the House concurred with Senate amendments to House Bill 9, which will send the bill to the Governor. The bill was introduced by Representative Kyle Koehler (R-Springfield) and would specify that the alternative protocol for proceeding into an intersection with malfunctioning traffic lights due to a failure of a vehicle detector applies only to bicycles.

WORKERS COMPENSATION BUDGET HEARING CANCELLED

It is unusual that we would report on a committee hearing that did not occur, but we are today with regards to the cancelled House Insurance Committee hearing on Wednesday. The League has submitted testimony in favor of the original Workers Compensation Budget, introduced by Representative Tom Brinkman (R-Mt. Lookout). However, several amendments are being considered to this budget, many at the request of the League.

In particular, some members of the Committee are considering a very large amendments that would have workers' compensation cover mental-mental claims for first responders with PTSD. The League has opposed such efforts in the past. Allowing these claims would fundamentally alter Ohio's workers compensation system, which would require the industry professional to relearn workers compensation principles, and force the system and the state Bureau of Workers Compensation to make difficult choices about priorities. These changes would challenge the financial viability of having a separate workers compensation system. Further, there are a number of problems more specific to the claims themselves, such as who will get mental-mental coverage and under what circumstances. Meanwhile, such issues are normally handled within departments and all municipal employers offer health insurance that covers such claims.

That being said, we believe that the Committee was delayed so that members could take more time to consider this and other amendments. This issue is of such magnitude and complexity that the League believes it does not belong in the budget and should be considered in stand-alone legislation.

We will be sure to keep our members aware of future changes concerning this issue.

SENATE BEGINS BUDGET HEARINGS

On Tuesday, the Senate Finance Committee began hearings on the state budget, although the bill is not expected to be passed by the House for several weeks. The Committee's Chairman is Senator Scott Oelslager (R-Canton) made a number of announcements concerning the anticipated Senate budget process. The Finance Committee will hold hearings on major budget areas before turning the budget over to subcommittees. He does not plan to use the Senate Ways and Means Committee as a Finance subcommittee, as the House has done.

Most likely, the issues affecting cities and villages will receive hearings in the Senate Finance Subcommittee on General Government and Agency Review. This committee is chaired by Senator Kris Jordan (R-Ostrander) and its members include: Vice Chair Sean O'Brien (D-Bazetta), John Eklund (R-Munson Township), Frank Hoagland (R-Mingo Junction), Frank LaRose (R-Hudson), Bob Peterson (R-Washington Court House), Joe Uecker (R-Miami Township), Joseph Schiavoni (D-Boardman), and Michael Skindell (D-Lakewood).

This is the time to reach out to your Senators to discuss municipal issues. They will be more difficult to reach after the budget is passed by the House.

"POLICING FOR PROFIT" LEGISLATION HEARD

On Tuesday the House Criminal Justice Committee heard sponsor testimony on House Bill 125 which was introduced by Representatives Bill Seitz (R-Cincinnati) and Hearcel Craig (D-Columbus). This bill would specify the jurisdiction of municipal and county courts over municipal traffic ordinances and would establish requirements governing fines, fees, or other charges for traffic violations and infractions imposed by a municipal corporation that does not have the authority to establish a mayor's court.

More specifically, the bill: 1) specifies that a municipal or county court has exclusive jurisdiction over a violation of a traffic-related municipal ordinance unless the mayor's court of the municipal corporation has jurisdiction over the violation; 2) clarifies that a violation that is based on evidence recorded by a traffic camera and for which a ticket is issued by a county, township, or municipal corporation under the civil violation ticketing process is not under the original jurisdiction of a county court; and 3) prohibits a municipal corporation that is not authorized to establish a mayor's court from imposing or charging fines, fees, or other charges that are in excess of, or not included in, the applicable municipal or county court's schedule of fines and costs for violations of state law.

"Under the civil violations system, tickets not paid within a certain timeframe are charged an additional \$500 penalty. Citations have been written for speeding, suspended licenses and illegal window tints," Craig said, noting the citations are not reported to the Ohio Bureau of Motor Vehicles (BMV) or the county court. "I believe this bill addresses what is a fundamental issue of fairness. This legislation will ensure our citizens are not falling victim to unfair speed traps and abusive and excessive fines governed by a different set of rules beyond what state law prescribes."

Seitz said he and Craig are considering adding two amendments to the bill, one of which would require the villages to prosecute civil violations in county court. The other amendment would clarify that townships with fewer than 50,000 people cannot issue civil violations after catching people on cameras on an interstate.