
Memorandum

:

To: Mayor and Members of City Council
cc: City Manager, Interim Finance Director, City Law Director
From: Roxanne
Regarding: General Information
Date: January 18, 2019

CALENDAR

AGENDA - CITY COUNCIL

C. PRESENTATION OF SERVICE AWARD

from Napoleon PD: Mike Foreman and Vic Engel

D. APPROVAL of MINUTES:

January 7, 2019 Regular Council Meeting Minutes
January 17, 2019 Special Council Meeting Minutes

G. INTRODUCTION of NEW ORDINANCES and RESOLUTIONS

1. **Resolution No. 002-19**, a Resolution Authorizing the Approval and Execution of an Operations and Maintenance Services Agreement between the City of Napoleon, Ohio and American Municipal Power Inc.
2. **Resolution No. 003-19**, a Resolution Authorizing the City Manager for the City of Napoleon, Ohio to Complete all Acts Necessary for the Sale of Certain Property Owned by the City of Napoleon, Ohio, to the Napoleon Area Schools, to wit: Recording Equipment Previously Used to Fulfill the NCTV Contract between the City and Napoleon Area Schools; and Declaring an Emergency.
3. **Resolution No. 004-19**, a Resolution Authorizing a Community Reinvestment Area (CRA) Agreement between the City of Napoleon, Ohio, and JanMar Properties, LLC within Napoleon CRA #6; and Declaring an Emergency.
4. **Resolution No. 005-19**, a Resolution Authorizing a Community Reinvestment Area (CRA) Agreement between the City of Napoleon, Ohio, and MSG Investments, LTD. within Napoleon CRA #6; and Declaring an Emergency.
5. **Resolution No. 006-19**, a Resolution Authorizing a Community Reinvestment Area (CRA) Agreement between the City of Napoleon, Ohio, and Ridi Reio LLC within Napoleon CRA #7; and Declaring an Emergency.
6. **Ordinance No. 007-19**, an Ordinance Approving the Amendment of Sections 195.04. (Rule 4.16, Examination Grading Methods), and 195.07 (Adding Rule 7.20, Lateral Transfers) of the Civil Service Code of the City of Napoleon, Ohio; and Declaring an Emergency.

H. SECOND READINGS of ORDINANCES and RESOLUTIONS - *None*

I. THIRD READING of ORDINANCES and RESOLUTIONS

1. **Ordinance No. 086-18**, an Ordinance Amending Chapter 955 of the Codified Code of Ordinances of the City of Napoleon, Ohio to add Section 955.09(s) regarding Organizational Golf Outing Fees.

J. GOOD of the CITY (Discussion/Action):

1. **PSCAF for January 2019 as Three Month Averaged Factor \$0.02197, JV2 \$0.036239 and JV5 \$0.036239.**

2. **CRA Agreement for Just Busch Investments, LLC.**
 - a. A copy of the CRA Agreement is included in the packet. A Preservation Committee meeting will be held this Wednesday, January 23rd at 5:00 pm regarding the building Steve and Julie are renovating, they also attended the Municipal Properties Committee meeting last Monday night and discussed the plans they have for converting the former Senior Center building into an event center and retail/café shop.
3. **Approval of Plans and Specifications for the Williams Pump Station Project.**
 - a. the plans and specs are on file.
4. **Purchase of Police Vehicle Off State Contract**
 - a. A copy of the specifications from the state contract are attached.
- Included in your packet is a copy of Chad's Memorandum for items 5 and 6.
5. **Purchase of Garbage Truck off State Contract.**
6. **Purchase of Large Dump Truck Off State Contract.**
7. **Request to Apply for Firehouse Subs Grant and the State of Ohio EMS Tablet Grant.**
8. **Memorandum of Understanding for Police and Fire Contracts.**
 - a. A copy of each Memorandum of Understanding (MOU) is enclosed.
9. **Filing Financial Disclosure Statements.**
 - a. The 2018 Financial Disclosure Statements are due at the Ohio Ethics Commission office by April 1, 2019. Last year most of you turned your forms into me and I submitted them to the Ethics Commission and a few submitted yours electronically and the City reimbursed you for the filing fee cost; I'm just looking for direction if want to continue as we have been doing or want to handle differently.
10. **Acceptance of \$50.00 Donation to K9 Unit from Betty Ward.**

INFORMATIONAL ITEMS

1. The brochure for the APPA Legislative Rally in Washington, DC is enclosed.
2. A copy of last night's presentation given by Glenn Grisdale on the Master Plan Update is in your packet.
3. *Agenda:* Tree Commission/Monday, January 21, 2019 at 6:00 pm
4. Parks and Rec Committee Meeting Canceled.
5. *Agenda:* Preservation Commission/Wednesday, January 23, 2019 at 5:00 pm
 - a. NPC 19-01. Just Busch Investments, LLC (a copy of the information sent to the Preservation Commission is attached)

Records Retention - CM-11 - 2 Years

January 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 New Year's Day <hr/> CITY OFFICES CLOSED	2	3 12:00 Noon Personnel Committee	4	5
6	7 7:00 pm City Council	8 4:30 pm Civil Service Commission	9	10	11	12
13	14 6:15 pm Electric Comm. 6:15 pm BOPA 7:00 pm Municipal Properties	15	16	17 6:30 pm Public Forum at Oberhaus Shelterhouse on City's Master Plan Update	18	19
20	21 6:00 pm Tree Commission 7:00 pm City Council	22	23 5:00 pm Preservation Commission	24	25	26
27	28 6:00 pm Vol FF Dependents Fund 6:15 pm Vol Peace Officers Depend 6:30 pm Personnel Committee 7:30 pm Safety & HR	29	30 6:30 pm Parks & Rec Board	31	Notes:	

CITY COUNCIL

MEETING AGENDA

Monday, January 21, 2019 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. Presentation of Service Award: Mike Foreman and Vic Engel

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

1. January 7, 2019 Council Meeting Minutes.
2. January 17, 2019 Special Council Meeting Minutes.

E. Citizen Communication

F. Reports from Council Committees

1. **Electric Committee** met on January 14, 2019; and
 - a. Approved the PSCAF for January 2019.
2. **Water, Sewer, Refuse, Recycling & Litter Committee** scheduled for January 14, 2019 was canceled at the direction of the chair.
3. **Municipal Properties, Building, Land Use and ED Committee** met on January 14, 2019; and
 - a. Tabled Clairmont Avenue Proposal from Napoleon Area Schools.
 - b. Recommended Just Busch Investments, LLC CRA Agreement to Council.
4. The **Parks and Rec Committee** did not meet this evening due to a lack of agenda items.

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

1. **Civil Service Commission** met on Tuesday, Jan. 8, 2019; and
 - a. Extended Police Physical Agility Requirement from One Year to Two Years after Certification
 - b. Approved a one-time change to Rule 5.7-Applications to Allow Candidates going through NTN to Turn in Application after Passed Physical Agility Portion of the Exam.
 - c. Added a Section to Rule 7 to allow Lateral Transfers for Full Time Patrol Officers and Firefighters.
 - d. Approved Advertising for Positions of One Patrol Officer and One Firefighter beginning January 22, 2019.
 - e. Approved Percentages on Certain Credits for Patrol Officers and Firefighters that Obtain a Passing Score.
 - f. Approved Utilizing NTN for Firefighter as Specified in Civil Service Comm. Rule 4 and to use the Firefighter Mile for the Physical Agility Test.
 - g. Approved Utilizing the NTN for the Police Written Exam with the Physical Agility Exam being Administered by the Civil Service Commission.
2. **Tree Commission** met earlier this evening with the agenda items:
 - a. Review Ordinance and Annual Budget.
 - b. Review Annual Schedule.
 - c. Review Tree Call Reports.
 - d. Finalize Spring Topsoil List.
 - e. Finalize Spring Removals List.
 - f. Finalize Spring Plantings List.
 - g. Award Spring Trimming Contract.

H. Introduction of New Ordinances and Resolutions

1. **Resolution No. 002-19**, a Resolution Authorizing the Approval and Execution of an Operations and Maintenance Services Agreement between the City of Napoleon, Ohio and American Municipal Power, Inc.
2. **Resolution No. 003-19**, a Resolution Authorizing the City Manager for the City of Napoleon, Ohio to Complete all Acts Necessary for the Sale of Certain Property Owned by the City of Napoleon, Ohio, to the Napoleon Area City Schools, to wit: Recording Equipment Previously Used to Fulfill the NCTV Contract between the City and Napoleon Area Schools; and Declaring an Emergency.
3. **Resolution No. 004-19**, a Resolution Authorizing a Community Reinvestment Area (CRA) Agreement between the City of Napoleon, Ohio, and JanMar Properties, LLC within Napoleon CRA #6; and Declaring an Emergency.

4. **Resolution No. 005-19**, a Resolution Authorizing a Community Reinvestment Area (CRA) Agreement between the City of Napoleon, Ohio, and MSG Investments, LTD. within Napoleon CRA #6; and Declaring an Emergency.
5. **Resolution No. 006-19**, a Resolution Authorizing a Community Reinvestment Area (CRA) Agreement between the City of Napoleon, Ohio, and Ridi Reio LLC within Napoleon CRA #7; and Declaring an Emergency.
6. **Ordinance No. 007-19**, an Ordinance Approving the Amendment of Sections 195.04 (Rule 4.16, Examination Grading Methods), and 195.07 (Adding Rule 7.20, Lateral transfers) of the Civil Service Code of the City of Napoleon, Ohio; and Declaring an Emergency.

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

J. Third Readings of Ordinances and Resolutions

1. **Ordinance No. 086-18**, an Ordinance Amending Chapter 955 of the Codified Code of Ordinances of the City of Napoleon, Ohio to add Section 955.09(s) regarding Organizational Golf Outing Fees.

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

1. **Discussion/Action:** PSCAF for January 2019 as three month averaged factor \$0.02197, JV2 \$0.036239 and JV5 \$0.036239.
2. **Discussion/Action:** CRA Agreement for Just Busch Investments, LLC.
3. **Discussion/Action:** Approval of Plans and Specifications for the Williams Pump Station Project.
4. **Discussion/Action:** Purchase of Police Vehicle off State Contract.
5. **Discussion/Action:** Purchase of Garbage Truck off State Contract.
6. **Discussion/Action:** Purchase of Large Dump Truck off State Contract.
7. **Discussion/Action:** Request to Apply for Firehouse Subs Grant and the State of Ohio EMS Tablet Grant.
8. **Discussion/Action:** Memorandum of Understanding for Police and Fire Contracts.
9. **Discussion/Action:** Filing Financial Disclosure Statements.
10. **Discussion/Action:** Acceptance of \$50.00 Donation to K9 Unit from Betty Ward.

L. Executive Session. (*as needed*)

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

N. Adjournment.

Roxanne Dietrich
Interim Clerk of Council

A. ITEMS REFERRED OR PENDING IN COMMITTEES OF COUNCIL

1. **Technology & Communication Committee (1st Monday)**
(Next Regular Meeting: Monday, February 4, 2019 @6:15 pm)
2. **Electric Committee (2nd Monday)**
(Next Regular Meeting: Monday, February 11, 2019 @6:15 pm)
 - a. Review of Power Supply Cost Adjustment Factor for February 2019
 - b. Mutual Aid to the Navajo Nation.
 - c. Electric Department Report.
3. **Water, Sewer, Refuse, Recycling & Litter Committee (2nd Monday)**
(Next Regular Meeting: Monday, February 11, 2019 @7:00 pm)
 - a. Water Treatment Plant Solids Management (Tabled)
 - b. Discussion on Privatization of Refuse Pickup
4. **Municipal Properties, Buildings, Land Use & Economic Development Committee (2nd Monday)**
(Next Regular Meeting: Monday, February 11, 2019 @7:30 pm)
 - a. Clairmont Avenue Proposal from Napoleon Area Schools (Tabled).
5. **Parks & Recreation Committee (3rd Monday)**
(Next Regular Meeting: Monday, February 18, 2019 @6:00 pm)
6. **Finance & Budget Committee (4th Monday)**
(Next Regular Meeting: Wednesday, January 28, 2019 @6:00 pm)
7. **Safety & Human Resources Committee (4th Monday)**
(Next Regular Meeting: Wednesday, January 28, 2019 @7:30 pm)
8. **Personnel Committee (as needed)**

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

1. **Board of Public Affairs (2nd Monday)**
(Next Regular Meeting: Monday, February 11, 2019 @6:15 pm)
 - a. Review of Power Supply Cost Adjustment Factor for February 2019
 - b. Mutual Aid to the Navajo Nation.
 - c. Electric Department Report
 - d. Water Treatment Plant Solids Management (Tabled)
2. **Board of Zoning Appeals (2nd Tuesday)**
(Next Regular Meeting: Tuesday, February 12, 2019 @4:30 pm)
3. **Planning Commission (2nd Tuesday)**
(Next Regular Meeting: Tuesday, February 12, 2019 @5:00 pm)
4. **Tree Commission (3rd Monday)**
(Next Regular Meeting: Monday, February 18, 2019 at 6:00 pm)
5. **Civil Service Commission (4th Tuesday)**
(Special Meeting: Tuesday, February 26, 2019 @4:30 pm)
6. **Parks & Recreation Board (Last Wednesday)**
(Next Regular Meeting: Wednesday, January 30, 2019 @6:30 pm)
7. **Privacy Committee (2nd Tuesday in May & November)**
(Next Regular Meeting: Tuesday, May 14, 2019 @10:30 am)
8. **Records Commission (2nd Tuesday in June & December)**
(Next Regular Meeting: Tuesday, June 11, 2019 @4:00 pm)
9. **Housing Council.**
10. **Health Care Cost Committee (as needed)**
11. **Preservation Commission (as needed)**
12. **Napoleon Infrastructure/Economic Development Fund Review Committee [NIEDF] (as needed)**
13. **Tax Incentive Review Council (as needed)**
14. **Volunteer Firefighters' Dependents Fund Board (as needed)**
 - a. Meeting: Monday, January 28, 2019 at 6:00 pm
15. **Volunteer Peace Officers' Dependents Fund Board (as needed)**
 - a. Meeting: Monday, January 28, 2019 at 6:10 pm
16. **Lodge Tax Advisory & Control Board (as needed)**
17. **Board of Building Appeals (as needed)**
18. **ADA Compliance Board (as needed)**

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City of Napoleon, Ohio

City Council MEETING MINUTES

Monday, January 07, 2019 at 7:00 pm

PRESENT	
Councilmembers	Joseph D. Bialorucki-Council President, Dan Baer-Council President Pro-Tem, Jeff Comadoll, Jeff Mires, Lori Sicclair, Ken Haase
Mayor	Jason P. Maassel
City Manager	Joel L. Mazur
Law Director	Billy D. Harmon
Interim Finance Director	Christine Peddicord
Interim Clerk of Council	Roxanne Dietrich
City Staff	Lt. Greg Smith-NPD, Clayton O'Brien-Fire Chief, Jeff Weis-WTP Supt., Dave Pike-WWTP Supt., Tony Cotter-Parks & Rec Director
Others	Newsmedia, Dr. Rachel Bostelman, Richard Clark
ABSENT	
Councilmember	Travis Sheaffer
Call to Order	Council President Bialorucki called the meeting to order at 7:00 pm with the Lord's Prayer followed by the Pledge of Allegiance.
Approval of Minutes	Hearing no objections or corrections, the minutes from the December 17, 2018 City Council Meeting and December 21, 2018 Special Council Meeting stand approved as presented.
Citizen Communication	None.
Committee Reports	Both the Finance and Budget Committee and the Safety and Human Resources Committee did not meet on December 26, 2018 due to a lack of agenda items. Chairman Maassel reported the Personnel Committee met on December 27, 2018 and January 3, 2019 and got the job notice out to media sources and did the job description that will be talked about under Good of the City. The Technology Committee did not meet earlier tonight due to a lack of agenda items.
Introduction of Resolution No. 001-19 Additional Property Tax Levy for Swimming Pool	Council President Bialorucki read by title Resolution No. 001-19 , a Resolution Determining to Proceed with the Levy of an Additional Property Tax in Excess of the Ten Mill Limitation for the Purpose of Providing Additional Funds for Parks and Recreational Purposes as described in Section 5705.19(H) of the Ohio Revised Code and to Submit the Question of the Tax to the Electors at the May 7, 2019 Election; and Declaring an Emergency.
Motion to Approve	Motion: Mires Second: Haase

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First Read of 001-19

to approve First Read of Resolution No. 001-19.

Discussion

Mazur reported this is the second piece of legislation that is required to put the tax levy on the ballot this spring. Suspension will be requested at the next meeting unless Council desires to suspend the rules tonight. Harmon noted this makes the fourth reading on the pool issue if you want to get it over with or we can go one more meeting. Mazur explained the issue is for a 1.9 mill levy to collect \$2.5 million, the project cap was set at \$3.5 million that will cover the debt service over the twenty-year period, that is why there is a difference in the project cost and what is being collected.

Citizen Input

Richard Clark, 1116 Hurst Drive.

I'm opposed to this proposal, I do not think the average citizen can keep affording taxes, you wish for affordable housing then you continue to raise taxes in the City along with utility costs kinda defeats the wish on one hand and what we want to do on the other. I'm retired I only get a certain amount of money a month with no raise and the average working citizen continues to have more bites taken out of their pay through increased utilities, food costs and medical costs. I do not think this tax should be added especially for the complex that is proposed I think we can go with something much simpler at a lower cost.

Mazur stated this legislation authorizes the City to put this on the ballot for the voters to vote on this issue, this came up as result from citizens of the community bringing it to Council and the Mayor's attention, the residents of the community pushed to get this on the ballot. Mr. Clark-I understand there was a survey taken a few years ago where people said they wanted more amenities in town and this has come as a result of that but I think we are over reaching here we are putting something in that isn't necessarily what we need this is too much especially for the cost. Harmon- this legislation will put it on the ballot to let the voters decide which way they want to take it with their taxes this will get it on the ballot, the City isn't spending any money on this situation yet.

Motion to Suspend the Rules on 001-19

Motion: Haase Second: Comadoll
to suspend the rules for Resolution No. 001-19.

Passed

Roll call vote to suspend the rules on Resolution No. 001-19.

Yea-4

Yea- Bialorucki, Mires, Haase, Comadoll

Nay-2

Nay- Siclair, Baer

Passed

Roll call vote to pass 001-19 under Suspension and Emergency.

Yea-6

Yea-Bialorucki, Mires, Haase, Siclair, Comadoll, Baer

Nay-0

Nay-

Second Read

Council President Bialorucki read by title **Ordinance No. 086-18**, an Ordinance

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you going to do about the water hole down there. Mazur said that is on the one-year final inspection punch list, this is not the time of year to dig into asphalt.

Baer

Where do we stand with the lights on Industrial Drive? Mazur answered they are to be in anytime now, was told they'd be here the first two weeks of January, when the lights were brought in originally they were manufactured incorrectly, we are waiting for them to bring in the new one.

Bialorucki

Bialorucki asked Chief O'Brien to explain the post on social media the Fire Department just began. Chief O'Brien explained the Fire Department started posting incidents on social media to allow communities to know how many times we are going out. We just started on Friday and we are only putting in very generic terms, there is only so much information we can put in. Throughout the community people are curious where we are going when the hears sirens and on the other end of the spectrum, some think we don't do much. We've had more likes on our Facebook page, my kids tell me Facebook is an old people thing so we are doing it right, I have good people on my staff that were able to figure it out.

Bialorucki requested an Executive Session on Compensation of Personnel.

Maassel

I received a letter from the Bert G. Taylor Post 300, they are going to discontinue the Memorial Day Parade, they will continue to hold the service and memorial. Last year, one veteran had a medical emergency just short of the bridge and if Police Chief Mack had not been there, there could have been a different result, they do not want to press their luck again, the ceremony will continue.

FYI – the CIC Executive Committee met today with one item, if the CIC Board would be okay if the county wanted to take over and fully fund the CIC and not have the City pay anything. The board feels that is more of a City/County discussion not really a board decision; so, until there is conversation between the County and City, I don't see that going anywhere.

Mires

I have nothing tonight.

Haase

I see the Pioneer Railroad Company is cleaning up a little along the tracks between Scott and Woodlawn, with any luck at all, I might be able to see across the tracks.

Who is responsible for all the trees by the creek where JanMar bought? There are trees falling over the fence. Mazur responded that would have been the school property, the County Engineer handles ditch clearing.

Harmon

I am requesting an Executive Session for pending or imminent litigation and also one for sale or acquisition of real property.

Mazur

We received thirty-five applications for dispatcher.

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Roxanne Dietrich, Interim Clerk of Council

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**Special City Council
MEETING MINUTES**

Thursday, January 17, 2019 at 6:30 pm

PRESENT

Councilmembers
Mayor
City Manager
Law Director
Interim Finance Director
Interim Clerk of Council
City Staff
Others

Dan Baer-Council President Pro-Tem, Jeff Mires, Lori Sicclair, Ken Haase
Jason P. Maassel
Joel L. Mazur
Billy D. Harmon
Christine Peddicord
Roxanne Dietrich
Chad E. Lulfs, P.E., P.S.-Director of Public Works
Reveille-Glenn Grisdale and Tom Lemon
Newsmedia

ABSENT

Councilmembers

Joseph D. Bialorucki, Travis Sheaffer, Jeff Comadoll

Call to Order

Council President Pro-Tem Baer called the meeting to order at 6:30 pm.

**Community Forum on
City's Master Plan**

Glenn Grisdale from Reveille who is putting together the update on the City's Master Plan began the presentation noting since June of 2018, 500 surveys have been completed; people can take the survey up until the first of March. The intent is to bring the draft Master Plan to City Council sometime in March. During the Community Outreach phase, Reveille reached out to City stakeholders, department heads, the Planning Commission and initiated the community surveys. Some of the highlights learned from the surveys include, the reason people live in Napoleon is family, the quality of life was rated as good. A few of the top activities that would receive support for improvement were promote new growth/development opportunities, improved riverfront exposure, street improvements and downtown revitalization. Areas in the community people would like to see improved were pools and parks, downtown and the riverfront, streets, quality of life (youth and family oriented activities, recreational activities) and Scott Street commercial corridor. Specific transportation issues cited were general street and sidewalk repairs, Scott Street at U.S. 24, traffic signal at Glenwood and Woodlawn, five corners at Scott/Clinton/Woodlawn, rerouting truck traffic on St. Rt. 108, congestion during school hours-especially on Westmoreland. The respondents noted concerns with lack of growth, improvements to community amenities, retaining small businesses, residential/single family utility costs and drugs. The City of Napoleon's population is declining as noted in the Planning Phase, the average age is 40.8 years. The income brackets are going up, which is a benefit to the community, 39% of the workforce is working out of the county. Grisdale noted areas to focus on from the Planning Phase; expose the riverfront, Napoleon has a great riverfront; to continue the downtown renewal and a Housing and

RESOLUTION NO. 002-19

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN OPERATIONS AND MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF NAPOLEON, OHIO AND AMERICAN MUNICIPAL POWER, INC.

WHEREAS, the City of Napoleon (the "Municipality") is a member of the American Municipal Power, Inc. ("AMP", and formerly known as American Municipal Power-Ohio, Inc.), a non-profit corporation in the State of Ohio whose members are Ohio Municipal Corporations that own and operate electric utility systems; and,

WHEREAS, AMP exists for a public purpose, namely to assist the municipally-owned electric systems of the State of Ohio in obtaining and providing safe, reliable, and reasonably priced electric power for their citizens and customers; and,

WHEREAS, the City of Napoleon, Ohio owns and operates an electric utility system for the sale of electric power and associated energy for the benefit of its citizens and taxpayers; and,

WHEREAS, in order to satisfy the electric power and energy requirements of its electric utility system, the Municipality has heretofore purchased, economical, environmentally sound and reliable power and energy from, or arranged by, American Municipal Power, Inc. of which Municipality is a member; and,

WHEREAS, in furtherance of such purpose and in accordance with Resolution No. 014-18, passed unanimously by City Council on April 2, 2018, Municipality sold City owned bulk electric system assets to AMP; and,

WHEREAS, AMP is now desirous to retain Municipality for the provision of certain operations and maintenance services at the facility, and Municipality is willing to perform such services under the terms and conditions set forth in this Agreement; **Now Therefore**,

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

Section 1. That, Operations and Maintenance Services Agreement between this Municipality and AMP, substantially in the form attached hereto, and on file with the Finance Director, including Appendices thereto, is approved, and the City Manager is hereby authorized to execute and deliver such Agreement, with such changes as the City Manager may approve as neither inconsistent with this Resolution nor materially detrimental to the Municipality, his execution of the Agreement to be conclusive evidence of such approval.

Section 2. That, the City Manager is hereby authorized to enter into the Operations and Maintenance Services Agreement, upon the effective date as determined in the Operations and Maintenance Services Agreement.

Section 3. That, all other terms and conditions of the Operations and Maintenance Services Agreement shall remain in full force and effect.

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 shall be in full force and effect at the earliest time permitted by law.

Passed: _____

Joseph D. Bialorucki, Council President

Approved: _____

Jason P. Maassel, Mayor

VOTE ON PASSAGE ____ Yea ____ Nay ____ Abstain

Attest:

Roxanne Dietrich, interim Clerk of Council

I, Roxanne Dietrich, interim Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 002-19 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.

Roxanne Dietrich, interim Clerk of Council

RESOLUTION NO. 003-19

A RESOLUTION AUTHORIZING THE CITY MANAGER FOR THE CITY OF NAPOLEON, OHIO TO COMPLETE ALL ACTS NECESSARY FOR THE SALE OF CERTAIN PROPERTY OWNED BY THE CITY OF NAPOLEON, OHIO, TO THE NAPOLEON AREA CITY SCHOOLS, TO WIT: RECORDING EQUIPMENT PREVIOUSLY USED TO FULFILL THE NCTV CONTRACT BETWEEN THE CITY AND NAPOLEON AREA SCHOOLS; AND DECLARING AN EMERGENCY

WHEREAS, in the year 2007, the City and Napoleon Area Schools entered into an agreement, effective September 24, 2007, providing for the operation of a public access channel for Napoleon, Ohio; and,

WHEREAS, Napoleon Area Schools, due to the inability to maintain a consistent schedule of students and volunteers to appear and record Council meetings, can no longer uphold its obligations to the City of Napoleon regarding the maintenance of said public access channel, as outlined in the agreement; and,

WHEREAS, the public access channel is not otherwise required for the City's purposes; and,

WHEREAS, the subject property consists of various items of recording equipment; and,

WHEREAS, the City Manager, being the official in charge of the property, has advised this Council that the subject property is no longer needed for a public purpose; and,

WHEREAS, the City may sell, lease, exchange or option any real property or personal property belonging to it, without advertisement and without the receipt of competitive bids, pursuant to legislation approved by the affirmative vote of two-thirds of the current members of Council authorizing the same and pursuant to a finding by the officer, board or department having supervision or management of such property that it is no longer needed for any municipal purpose, to the United States of America, to the State, to any subdivision, agency or department of the United States or the State, or to any not-for-profit corporation or other entity organized and operated for a public or charitable purpose, upon such terms and conditions as Council may decide, pursuant to City of Napoleon Codified Ordinances Section 107.03. **Now Therefore**,

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

Section 1. That, various recording equipment currently owned by the City of Napoleon, is hereby determined by this Council not to be required by the City for its purposes, and that selling this equipment will promote the education of students at the Napoleon Areas Schools by providing equipment needed to develop television broadcasting classes.

Section 2. The City Manager of Napoleon, Ohio is hereby authorized and directed to complete all acts necessary for the sale of the above-listed property pursuant to and in accordance with Napoleon Codified Ordinance Sections 107.03.

Section 3. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Resolution were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon Ohio.

Section 4. That, if any other prior Ordinance or Resolution is found to be in conflict with this Resolution, then the provisions of this Resolution shall prevail. Further, if any portion of this Resolution is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution or any part thereof.

Section 5. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time for the furtherance of educational development within the Napoleon Area Schools, all of which affects the public peace, health or safety accessible to our citizens; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law. Further, the Emergency Clause is necessary to begin the sale process in a timely manner, and for further reasons as stated in the Preamble hereof.

Passed: _____
Joseph D. Bialorucki, Council President

Approved: _____
Jason P. Maassel, Mayor

VOTE ON PASSAGE ____ Yea ____ Nay ____ Abstain

Attest:

Roxanne Dietrich, interim Clerk of Council

I, Roxanne Dietrich, interim Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 003-19 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.

Roxanne Dietrich, interim Clerk of Council

NAPOLEON AREA CITY SCHOOLS

BOARD OF EDUCATION

Frank S. Cashman, President
Ty A. Otto, Vice President
Marcia S. Bruns, Member
Rob M. Rettig, Member
Michael J. Wesche, Member

701 Briarheath Avenue, Suite 108
Napoleon, Ohio 43545

Dr. Stephen R. Fogo, Superintendent

ADMINISTRATIVE OFFICE

PHONE 419-599-7015
FAX 419-599-7035

TREASURER

Michael R. Bostelman

December 6, 2018

City of Napoleon
Attn: Mr. Joel Mazur, City Manager
255 W Riverview, PO Box 151
Napoleon OH 43545-0151

12-10-18 P12:03 IN

Re: NCTV Contract

Dear Mr. Mazur:

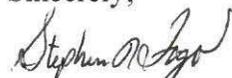
As you know, the Napoleon Area City Schools has a long-standing partnership with the City of Napoleon regarding the district's production and broadcasting of a community public broadcasting channel (NCTV5). Due to the City's partnership, literally hundreds of students have had hands-on experience with television broadcasting. I want to thank the City for allowing the students in the district this privilege.

Unfortunately, it saddens me to share that factors have come together leading me to request the dissolution of this partnership. The district has not been able to find personnel to uphold its obligations to the City under the partnership. Consequently, the district finds itself in the position of dissolving the partnership.

The City's annual monetary contribution has been used to upgrade equipment for the NCTV5 program over time. As the district is arranging offering students a broadcasting class in the future and utilizing its internal network to provide live daily announcements, it is my request that the City allow the district to compensate the City for equipment it needs to continue the broadcasting class. Not all of the current equipment is needed, however. To this end, I have attached a City owned equipment listing to this letter and an estimate of the value of the equipment. I would ask that you have your technical department review the estimates and notify me if the district may move forward purchasing the equipment from you and the pick-up schedule for by the City for those items not purchased by the district.

Please know the district is grateful to the City of Napoleon for allowing it to offer NCTV over the last three decades. The City's partnership has allowed us to touch so many students. Thank you.

Sincerely,



Stephen Fogo, Ed.D.
Superintendent – Napoleon Area City Schools

Enclosures - 1

cc: Michael Bostelman, Treasurer – Napoleon Area City Schools

"Our Future Starts Now"

NCTV Inventory			
Keep	Camera	JVC GYHM600U	\$600
Keep	Camera	JVC GYHM620U	\$600
Keep	Camera (x2)	JVC GYHM150U	\$440
Keep	IKAM Teleprompter (x2)		\$320
Keep	Sony TV (x2)	KDL32W600D	\$200
Keep	Channel Mixer	Mackie 1402 VLZ4	\$225
Keep	Tripod (x3)	Manfrotto 546GB Pro	\$600
Keep	LaCie (x2)	Rugged 1 TB	\$20
Keep	Apple Macbook	Macbook Pro A1347	\$600
			\$3,605
Return	TriCaster Mini	NewTek HD-4sdi	\$3,500
Return	Apple Macbook (x2)	Macbook Pro A1286	EOL
Return	Mac Pro (x2)	A1289	EOL
Return	Nexus Broadcast Tower		EOL - \$225
Return	Custom Built Desktop for Nexus Tower		EOL - \$150
Return	LG Monitor in Case (x2)	LG L206WU	\$225
			\$3,725

RESOLUTION NO. 004-19

A RESOLUTION AUTHORIZING A COMMUNITY REINVESTMENT AREA (CRA) AGREEMENT BETWEEN THE CITY OF NAPOLEON, OHIO, AND JANMAR PROPERTIES, LLC WITHIN NAPOLEON CRA #6; 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 106-00 adopted on September 18, 2000 that designated an area (CRA 6) as a Community Reinvestment Area pursuant to Ohio Revised Code Chapter 3735 and, with the adoption of Resolution No. 050-18 adopted September 4, 2018, 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. 069-53550-01 (the "Area"); and,

WHEREAS, JanMar Properties, LLC made application that will involve a total capital investment in real property currently estimated at \$7,000,000.00, plus or minus ten percent (10%), in commercial development and new construction of thirty-four (34) individual residential villas between 1,350 and 1,580 square feet each; and,

WHEREAS, it was recommended that JanMar Properties, LLC receive a fifty percent (50%) exemption for a period of ten (10) years on the eligible property for 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 JanMar Properties, LLC, in substantially the form as being currently on file with the City Finance Director, Agreement No. 02-19, 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 a 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: _____
Joseph D. Bialorucki, Council President

Approved: _____
Jason P. Maassel, Mayor

VOTE ON PASSAGE _____ Yea _____ Nay _____ Abstain

Attest:

Roxanne Dietrich, interim Clerk of Council

I, Roxanne Dietrich, interim Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 004-19 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.

Roxanne Dietrich, interim Clerk of Council

2018 COMMUNITY REINVESTMENT AREA
AGREEMENT

between

CITY OF NAPOLEON,
OHIO

and

JAN MAR PROPERTIES, LLC

Dated

as of

XXX

TABLE OF CONTENTS

Section 1.	Definitions.....	2
Section 2.	Interpretation.....	3
Section 3.	The Project.....	3
Section 4.	Enterprise’s Representation.....	4
Section 5.	City Obligations.....	4
Section 6.	Enterprise’s Covenants & Agreements.....	4
Section 7.	Exemptions.....	5
Section 8.	Annual Fee.....	5
Section 9.	Events of Default & Remedies.....	6
Section 10.	Notices & Payments.....	6
Section 11.	Miscellaneous.....	7

Appendix “A” – Application of the Enterprise for Exemptions

Appendix “B” – Improvements

Appendix “C” – The Real Property

Appendix “D” - Property Plat

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 Jan Mar Properties, LLC., a limited liability corporation organized under the laws of Ohio, located at 582 Moorings Drive, Napoleon, Ohio 43545 (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 September 18, 2000, designated an area as a Community Reinvestment Act Zone pursuant to Ohio Revised Code Chapter 3735 and by Resolution, adopted on September 4, 2018, enlarging Community Reinvestment Area #6 (CRA #6); and,

WHEREAS, the Director of Development determined that CRA #6 so designated by the City contained the characteristics set forth in Ohio Revised Code Section 3735.66; and,

WHEREAS, the Director of Development on December 23, 2000 and November 5, 2018, certified the area as a community reinvestment area known as CRA #6; and,

WHEREAS, the City encourages the development of real property in CRA #6; and,

WHEREAS, the Enterprise desires to construct and install a Project in CRA #6 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 CRA #6 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 #6 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 a commercial real estate development. 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 Act Zone 069-53550-01 Napoleon 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 CRA #6.

"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;

"Plat" means the plot of land on which the Project will be developed that is divided into separate lots as outlined in Appendix "D";

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

"Project Completion Date" means December 31, 2024, 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 currently estimated at \$7,000,000.00, plus or minus 10% in commercial development and new construction of thirty-four (34) individual residential villas between 1,350-1,580 square feet each located on parcel #:41-1401420000, 700 Clairmont Avenue, 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 Appendices "A" and "B", incorporated into this Agreement by attachment hereto.

(b) The Project will commence by December 15, 2018 and all acquisition, construction, and installation of the Project will be completed by no later than December 31, 2024.

(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 commercial real-estate development, is to draw a residential interest in the Project and therefore sell said Project. Total creation of jobs is unavailable as it is dependent on contracting and sub-contracting for the duration of construction of the Project.

(b) The Enterprise currently has approximately one (1) full-time permanent employee, no part-time permanent employees and no temporary employees within the State of Ohio.

(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 "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 CRA #6, 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 & Agreements. The Enterprise covenants and agrees that:

(a) Regarding the construction and renovations, the Enterprise will make a minimum investment of \$7,000,000.00, 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 50% exemption, pursuant to Section 3735.67 of the Ohio Revised Code for eligible real property, from real property taxes for a period of 10 years for the Improvements.

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

(c) The Plat on which the Project will be developed is attached as Appendix "D" and the exemption shall apply to each individual lot as it is developed.

(d) The exemption commences the first year for which the real property on each individual platted lot that is developed would first be taxable were that property not exempted from taxation. No exemption shall commence after January 1, 2025, nor shall extend beyond December 31, 2035. The maximum investment for the Improvements to qualify for the exemption granted in this paragraph is \$7,000,000.00.

(f) The exemption shall be transferable to a new property owner of each individual platted lot that is developed and shall be reviewed and approved by the Housing Officer before or at the time of transfer. The Project shall be reviewed by the TIRC as one Project CRA Agreement, not as individual Agreements as lots are sold and exemptions are transferred.

(e) 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 one percent of the dollar value of the incentives offered by this Agreement or \$500; provided, however, if the value of the incentives exceed \$250,000, the fee shall not exceed \$2,500.

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 15 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.

The Annual Fee shall apply to each new property owner as a fixed amount of \$50 and shall be incorporated into the invoicing method outlined in Section 9 of this Agreement.

Section 9. 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 10. Notices & 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 City:

- (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: Jan Mar Properties, LLC
Mrs. Suzette Gerken
582 Moorings Drive
Napoleon, Ohio 43545

- (c) To the County Auditor: Auditor
County of Henry, Ohio
660 N. Perry Street
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
104 East Washington St.
Suite 301
Napoleon, Ohio 43545

Section 11. Miscellaneous.

(a) The Enterprise shall provide to the proper TIRC 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 CRA #6 designation expires, or the Director of Development revokes the certification of CRA #6, or the City revokes the designation of CRA #6, 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

JAN MAR PROPERTIES, LLC.

By: _____
Suzette Gerken, President

**CONSENTED TO:
DISTRICT**

NAPOLEON AREA CITY SCHOOL

By: _____
Superintendent

APPROVED AS TO FORM AND CORRECTNESS:

Prosecuting Attorney

Appendix "A"

APPLICATION CRA

(POST-1994)

ATTACHED

Appendix "A" Attachment

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the
(local legislative authority) located in the County of Henry and
(property owner) _____.

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

<u>Jan Mar Properties</u> Enterprise Name <u>LLC</u>	<u>Suzette Gerken</u> Contact Person
<u>582 morning PK</u> <u>Napoleon, OH 43545</u> Address	<u>419-438-1172</u> Telephone Number

- b. Project site:

_____ <u>700 Clairmont</u> <u>Napoleon, OH 43545</u> Address	<u>Suzette Gerken</u> Contact Person <u>419-438-1172</u> Telephone Number
---	--

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

Commercial Construction of new residential housing

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

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).

Jan Max Properties LLC

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

Shuttle System Pres.

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):

1

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

N/A

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: 34 units - MIAs - 1350-1580 sq ft. each
1 single family home - 2000-2500 sq ft.
All new construction -

7. Project will begin NOV, 2018 and be completed end of, 2023 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):

20-25 new permanent jobs

b. State the time frame of this projected hiring: 4-5 yrs.

c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees): Start of 2019

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

* Job creation will be through Janmar Properties contracting and subcontracting.

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

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

A. Acquisition of Buildings:	\$ 0
B. Additions/New Construction:	\$ 7,000,000.-
C. Improvements to existing buildings:	\$ 0
D. Machinery & Equipment:	\$ N/A
E. Furniture & Fixtures:	\$ N/A
F. Inventory:	\$ N/A
Total New Project Investment:	\$ 7,000,000.-

11. a. Business requests the following tax exemption incentives: 100 % for 10 years covering real property as described above. Be specific as to the rate, and term.

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

to promote affordable new construction
in Napoleon, Ohio

Submission of this application expressly authorizes City of Napoleon 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.

Open Mark Properties LLC
Name of Property Owner

10-18-18
Date

Suzette Gerken
Signature

Suzette Gerken, Pres.
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 currently estimated at \$7,000,000.00, plus or minus 10% in commercial development and new construction of thirty-four (34) individual residential villas between 1,350-1,580 square feet each located on parcel #:41-1401420000, 700 Clairmont Avenue, Napoleon, Ohio.

Appendix "C"

REAL PROPERTY DESCRIPTION

CONTAINING: 3.40 acres of land

Tax Parcel # 41-1401420000

Township: Napoleon

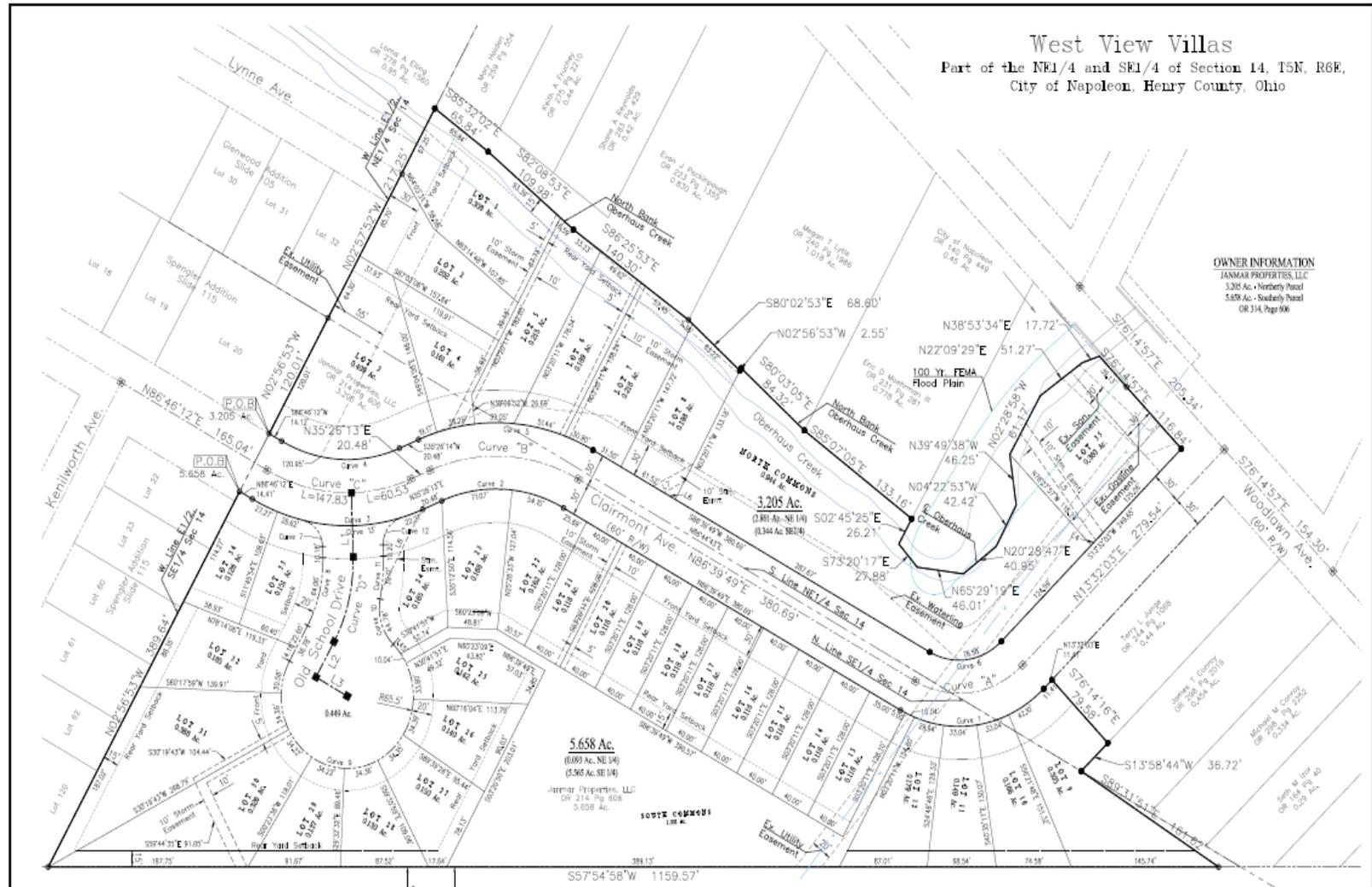
Current Year 35% Taxable Values	
Land	17460
Building	43950
Total	61410
Original Parcel	070100260000

Appendix "D"

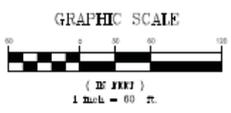
PROPERTY PLAT

West View Villas
 Part of the NE1/4 and SE1/4 of Section 14, T5N, R6E,
 City of Napoleon, Henry County, Ohio

OWNER INFORMATION
 JANMAR PROPERTIES, LLC
 3.205 Ac. - Northby Parcel
 5.658 Ac. - Steady Parcel
 OR 134, Page 66



- LEGEND**
- - Watermark Box Found
 - - Watermark Set
 - - Iron Pin Found (5/8" Dia.)
 - - Iron Pin Set (5/8" Dia. 30')
 - ✦ - Lot Corners To be Marked with Iron Pin Set (5/8" Dia. 30')
 - Existing Centerline
 - Centerline
 - Existing Property Line
 - Proposed Property Line
 - Proposed Easement
 - Existing Right-of-Way
 - Proposed Right-of-Way
 - Section Line



LINE TABLE

Line	Bearing	Length
L1	S33°32'00"E	58.19
L2	S02°56'53"E	36.78
L3	N87°03'07"E	59.60
L4	N73°32'03"E	2.74
L5	N89°39'40"W	122.84
L6	S86°39'40"W	12.85
L7	N31°03'53"E	22.78
L8	N03°28'34"E	89.58

CURVE TABLE

Curve	Length	Radius	Delta	Chord
1	118.81	95.00	73°07'40"	102.23
2	151.59	175.00	57°13'26"	146.88
3	147.83	165.00	57°12'50"	142.93
4	80.07	150.00	67°30'07"	75.12
5	153.18	120.00	73°07'40"	102.23
6	126.71	145.00	67°13'26"	114.04
7	176.71	185.00	67°12'50"	168.97
8	120.66	135.00	67°12'50"	116.95
9	178.41	200.00	67°13'26"	152.92
10	75.80	65.00	73°07'40"	65.25
11	32.96	25.00	78°31'53"	30.82
12	64.88	125.00	30°35'07"	63.30
13	291.68	65.50	258°08'32"	549°28'41"
14	44.78	45.00	57°00'48"	42.95
15	39.12	185.00	72°07'07"	38.24
16	32.95	25.00	78°30'49"	30.82
17	88.55	195.00	38°57'18"	85.27

PETERMAN ASSOCIATES, INC.
 3495 J.C. Moore Street
 Napoleon, Ohio 44650
 Phone: (419) 452-6070
 Fax: (419) 452-6466

REGISTERED SURVEYORS - SURVEYORS
 No. 1019

P41 Job #18-0280

LEGAL DESCRIPTION
NORTHERLY PARCEL

Situated in the City of Napoleon, County of Henry, State of Ohio, being part of the Northeast 1/4 and Southeast 1/4 of Section 14, T5N, R6E, a tract of land bounded and described as follows:

Beginning at the intersection of the West line of the East 1/2 of said Southeast 1/4 of Section 14 with the north right-of-way line Clairmont Avenue (60' R/W) as dedicated in Slide 354B of the Henry County Plat Records, also being the southeasterly corner of Lot 20 as platted in the Spengler Addition to Napoleon Ohio, as recorded in Slide 115 of the Henry County Plat Records;

thence along said West line of the East 1/2 of the Southeast 1/4 of Section 14, N02°56'53"W, a distance of 120.01 feet to a 5/8" iron pin found marking the northeast corner of said Lot 20 and being on the North line of said East 1/2 of the Southeast 1/4 of Section 14;

thence with the West line of the East 1/2 of the Northeast 1/4 of Section 14 and the East line of Glenwood Addition as recorded in Slide 105 of the Henry County Plat Records, N02°57'52"W, a distance of 217.25 feet to an iron pin set on the northerly bank of Oberhaus Creek, as described in Official Record Volume 223, Page 1355, Henry County Deed Records;

thence along the northerly bank of Oberhaus Creek, as described in Official Record Volume 223, Page 1355 of the Henry County Deed Records, the following courses;

thence, S85°32'02"E, a distance of 65.84 feet to an iron pin set;

thence, S82°08'53"E, a distance of 109.98 feet to an iron pin set;

thence, S86°25'53"E, a distance of 140.30 feet to a 5/8" iron pin found;

thence, S80°02'53"E, a distance of 68.60 feet to an iron pin set marking the intersection of a westerly line of a tract of land as described in Official Record Volume 240, Page 1986, Henry County Deed Records;

thence along said westerly line N02°56'53"W, a distance of 2.55 feet to an iron pin set on the northerly bank of Oberhaus Creek;

thence along the northerly bank of Oberhaus Creek for the following courses;

thence, S80°03'05"E, a distance of 84.32 feet to an iron pin set;

thence, S85°07'05"E, a distance of 133.16 feet to an iron pin set on the westerly line of 0.45 acre tract of land as described in Official Record Volume 140, Page 449, Henry County Deed Records;

thence leaving said northerly bank and along said westerly line, S02°45'25"E, a distance of 26.21 feet to the intersection of the centerline of Oberhaus Creek, as it now exists, said centerline of Oberhaus Creek also being the southeast corner of said 0.45 acre tract;

thence along the centerline of Oberhaus Creek and the Southeastery line of said 0.45 acre tract the following courses;

thence, S73°20'17"E, a distance of 27.88 feet;

thence, N65°29'19"E, a distance of 46.01 feet;

thence, N20°28'47"E, a distance of 40.95 feet;

thence, N04°22'53"W, a distance of 42.42 feet;

thence, N39°49'38"W, a distance of 46.25 feet;

thence, N02°28'58"W, a distance of 61.17 feet;

thence, N22°09'29"E, a distance of 51.27 feet;

thence, N38°53'34"E, a distance of 17.72 feet to the southerly right-of-way Woodlawn Avenue (60' R/W);

thence along the southerly right-of-way of Woodlawn Avenue, S76°14'57"E, a distance of 116.84 feet to an iron pin set marking the intersection of the southerly right-of-way of Woodlawn Avenue and westerly right-of-way of the aforementioned Clairmont Avenue, passing a 5/8" iron pin found at 39.13 feet;

thence along the along the northerly and westerly right-of-way Clairmont Avenue the following courses:

thence, S13°32'03"W, a distance of 249.65 feet to an iron pin set marking a point of curvature;

thence in a southwesterly direction, along a curve to the right, having a radius of 60.00 feet, a central angle of 73°07'46", and a length of curve of 76.58 feet, the chord of said curve bearing S50°05'56"W, a distance of 71.49 feet to an iron pin set marking a point of tangency;

thence, S86°39'49"W, a distance of 380.69 feet to an iron pin set marking a point of curvature;

thence in a southwesterly direction, along a curve to the left, having a radius of 200.00 feet, a central angle of 51°13'36", and a length of curve of 178.81 feet, the chord of said curve bearing S61°03'01"W, a distance of 172.92 feet to a 5/8" iron pin found marking a point of tangency;

thence, S35°26'13"W, a distance of 20.48 feet to a 5/8" iron pin found marking a point of curvature;

thence in a southwesterly direction, along a curve to the right, having a radius of 135.00 feet, a central angle of 51°19'59", and a length of curve of 120.96 feet, the chord of said curve bearing S61°06'12"W, a distance of 116.95 feet to a 5/8" iron pin found marking a point of tangency;

thence, S86°46'12"W, a distance of 14.12 feet to the Point of Beginning containing 3.205 acres of land more or less, of which 2.861 acres of land lies within the Northeast 1/4 of Section 14 and 0.344 acres of land lies within the Southeast 1/4 of Section 14, subject to all prior easements of record.

SOUTHERLY PARCEL

Situated in the City of Napoleon, County of Henry, State of Ohio, being part of the Northeast 1/4 and Southeast 1/4 of Section 14, T5N, R6E, a tract of land bounded and described as follows:

Beginning at a 5/8" iron pin found marking the intersection of the West line of the East 1/2 of said Southeast 1/4 of Section 14 with the southerly right-of-way of Clairmont Avenue (60' R/W) as dedicated in Slide 354B of the Henry County Plat Records;

thence along said southerly right-of-way of Clairmont Avenue, N86°46'12"E, a distance of 14.41 feet to a 5/8" iron pin found marking a point of curvature;

the continuing along said southerly right-of-way of Clairmont Avenue for the following courses:

thence in a northeasterly direction, along a curve to the left having a radius of 195.00 feet, a central angle of 51°19'59", and a length of curve of 174.71 feet, the chord of said curve bearing N61°06'12"E, a distance of 168.92 feet to a 5/8" iron pin found marking a point of tangency;

thence, N35°26'13"E, a distance of 20.48 feet to a 5/8" iron pin found marking a point of curvature;

thence in a northeasterly direction, along a curve to the right, having a radius of 140.00 feet, a central angle of 51°13'36", and a length of curve of 125.17 feet, the chord of said curve bearing N61°03'01"E, a distance of 121.04 feet to a 5/8" iron pin found marking a point of tangency;

thence, N86°39'49"E, a distance of 380.69 feet to a 5/8" iron pin found marking a point of curvature;

thence in a northeasterly direction, along a curve to the left, having a radius of 120.00 feet, a central angle of 73°07'46", and a length of curve of 153.16 feet, the chord of said curve bearing N50°05'56"E, a distance of 142.97 feet to an iron pin set marking a point of tangency;

thence, N13°32'03"E, a distance of 11.41 feet to an iron pin set marking the southwest corner of a 0.44 acre tract of land as described Official Record Volume 244, Page 1068 of the Henry County Official Records;

thence leaving said right-of-way and along the south line of said 0.44 acre tract, S76°14'16"E, a distance of 79.58 feet to an iron pin set marking the southeast corner of said 0.44 acre tract and being on the west line of a 0.454 acre tract of land as described in Official Record Volume 298, Page 2019 of the Henry County Official Records;

thence along the west line of said 0.454 tract, S13°58'44"W, a distance of 36.72 feet to an iron pin set marking the southwest corner of said tract, also being on the North line of said Southeast 1/4 of Section 14;

thence along the north line of a 5.658 acre tract of land described in Official Record Volume 314, Page 606 of the Henry County Official Records, S89°31'51" E a distance of 161.62 feet to a 5/8" iron pin found marking the northeasterly corner of said 5.658 acre tract and on the northerly right-of-way of the Michigan Southern Railroad, also known as the Wabash Railroad;

thence with the northerly right-of-way of the Michigan Southern Railroad, S57°54'58"W, a distance of 1159.57 feet to a 5/8" iron pin found marking the intersection of said northerly right-of-way line with the West line of the East 1/2 of the Southeast 1/4 of Section 14, also being the east line of the Spengler Addition as recorded in Slide 115 of the Henry County Plat Records;

thence along said West line and East line of said Spengler Addition, N02°56'53"W, a distance of 389.64 feet to the Point of Beginning containing 5.658 acres of land, more or less, of which 5.565 acres lies within the Southeast 1/4 of Section 14 and 0.093 acres of land lies within the Northeast 1/4 of Section 14, subject to all prior easements of record;

Henry County Auditor

I, the Henry County Auditor, do hereby certify that there are no unpaid taxes on the property herein and certify the same for transfer. Transferred this ____ day of _____, 2018.

Henry County Auditor

Henry County Recorder

Filed for record this ____ day of _____, 2008 at ____ o'clock ____ m. and recorded in Plat Cabinet ____ Slide ____

Henry County Recorder

City of Napoleon Council

Under authority provided by Ohio R.C. Chapter 711 and Chapter 1105 of the Napoleon Codified Ordinances, the plat is hereby approved by the City Council of the City of Napoleon.

Date: _____

Mayor

Attest: Clerk of Council

City of Napoleon Planning Commission

Under authority provided by Ohio R.C. Chapter 711 and Chapter 1105 of the Napoleon Codified Ordinances, the plat is hereby approved by the Planning Commission of the City of Napoleon.

Date: _____

Chairman

Clerk of Council

City of Napoleon Engineer

In accordance with Ohio R.C. 711.08, the undersigned, being the Engineer for the City of Napoleon, Ohio hereby certifies that the streets as laid out on the plat of such addition corresponds with those laid out on the recorded plats of the Planning Commission.

City of Napoleon Engineer

Owners Certificate

The undersigned, _____ owners

of the real estate described herein, do hereby dedicate to the City of Napoleon all rights of way, streets, alleys, easements or other areas described or indicated as dedicated on the plat.

Witness

Witness

STATE OF OHIO)
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared the above owners of the lands shown hereon, and that the signing of the above certificate is their own free act and deed for the uses and purposes therein expressed. In witness thereof, this ____ day of _____, 2018.

Notary Public

Surveyor's Certificate

I hereby certify that this plat represents a survey made by me, and that the specified monumentation shown hereon actually exists, and its location is correctly shown.

Nick E. Nigh, Reg. Surveyor #7384
Peterran Associates, Inc.

Dated

RESOLUTION NO. 005-19

A RESOLUTION AUTHORIZING A COMMUNITY REINVESTMENT AREA (CRA) AGREEMENT BETWEEN THE CITY OF NAPOLEON, OHIO, AND MSG INVESTMENTS, LTD. WITHIN NAPOLEON CRA #6; 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 106-00 adopted on September 18, 2000 that designated an area (CRA 6) as a Community Reinvestment Area pursuant to Ohio Revised Code Chapter 3735 and, with the adoption of Resolution No. 050-18 adopted September 4, 2018, 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. 069-53550-01 (the "Area"); and,

WHEREAS, MSG Investments, LTD. made application that will involve a total capital investment in real property currently estimated at \$1,650,000.00, plus or minus ten percent (10%), in development of new construction of twenty-four (24) residential units being 16,980 square feet, and appurtenances at the site located on parcel number 41-119045.0180, Trail Drive, Napoleon, Ohio; and,

WHEREAS, it was recommended that MSG Investments, LTD. receive a fifty percent (50%) exemption for a period of ten (10) years on the eligible property for 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 MSG Investments, LTD., in substantially the form as being currently on file with the City Finance Director, Agreement No. 03-19, 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 a 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: _____
Joseph D. Bialorucki, Council President

Approved: _____
Jason P. Maassel, Mayor

VOTE ON PASSAGE _____ Yea _____ Nay _____ Abstain

Attest:

Roxanne Dietrich, interim Clerk of Council

I, Roxanne Dietrich, interim Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 005-19 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.

Roxanne Dietrich, interim Clerk of Council

2018 COMMUNITY REINVESTMENT AREA
AGREEMENT

between

CITY OF NAPOLEON,
OHIO

and

MSG INVESTMENTS, LTD.

Dated

as of

XXXXXX

TABLE OF CONTENTS

Section 1.	Definitions.....	2
Section 2.	Interpretation.....	3
Section 3.	The Project.....	4
Section 4.	Enterprise’s Representation.....	4
Section 5.	City Obligations.....	4
Section 6.	Enterprise’s Covenants & Agreements.....	5
Section 7.	Exemptions.....	5
Section 8.	Annual Fee.....	6
Section 9.	Events of Default & Remedies.....	6
Section 10.	Notices & Payments.....	7
Section 11.	Miscellaneous.....	8

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 MSG Investments, Ltd., a limited liability company organized under the laws of Ohio, located at 1045 N. Main St., Suite 7B, Bowling Green, Ohio 43402 (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 September 18, 2000, designated an area as a Community Reinvestment Area pursuant to Ohio Revised Code Chapter 3735 and Resolution, adopted on September 4, 2018, enlarging Community Reinvestment Area #6 (CRA #6); and,

WHEREAS, the Director of Development determined that CRA #6 so designated by the City contained the characteristics set forth in Ohio Revised Code Section 3735.66; and,

WHEREAS, the Director of Development on December 23, 2000 and November 5, 2018, certified the area as a community reinvestment area known as "CRA #6"; and,

WHEREAS, the City encourages the development of real property in CRA #6; and,

WHEREAS, the Enterprise desires to construct and install a Project at the Facility in CRA #6 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 CRA #6 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 #6 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 a multi-family leasing development consisting of twenty-four (24) residential units. 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 069-53550-01 Napoleon 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 CRA #6.

"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 April 30, 2019, 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 currently estimated at \$1,650,000.00, plus or minus 10% in development of new construction of a multi-family leasing development consisting of twenty-four (24) residential units, approximate size being 16,980 square feet, and appurtenances at the site located on parcel #:41-119045.0180, Trail 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 September 1, 2018 and all acquisition, construction, and installation of the Project will be completed by April 30, 2019.

(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) Enterprise currently has no full-time permanent employees, no part-time permanent employees and no temporary employees within the State.

(b) The Project shall create job(s) for one (1) full-time permanent employee, no new part-time permanent, no new full-time temporary employees and no new part-time temporary employee at the Facility upon completion of the Project. The schedule for hiring the new employee at the Facility is immediate upon completion of Project.

(c) The number of employees will result in approximately \$35,000.00, plus or minus 25% of additional payroll at the Facility following completion of the Project.

(d) The Enterprise 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 "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 CRA #6, 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 & Agreements. The Enterprise covenants and agrees that:

(a) Regarding the construction, the Enterprise will make a minimum investment of \$1,650,000.00, 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 50% exemption, pursuant to Section 3735.67 of the Ohio Revised Code for eligible real property, from real property taxes for a period of 10 years for the Improvements.

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

(c) 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 2020, nor shall extend beyond December 31,2030. The maximum investment for the Improvements to qualify for the exemption granted in this paragraph is \$1,650,000.00.

(d) 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 one percent of the dollar value of the incentives offered by this Agreement or \$1,500; provided, however, if the value of the incentives exceed \$250,000, the fee shall not exceed \$2,500.

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 15 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. 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 10. Notices & 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 City:

(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: MSG Investments, Ltd.
Ms. Michelle Green
1045 N. Main St.
Suite 7B
Bowling Green, Ohio 43402

(c) To the County Auditor: Auditor
County of Henry, Ohio
660 N. Perry Street
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
104 East Washington St.
Suite 301
Napoleon, Ohio 43545

Section 11. 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 CRA #6 designation expires, or the Director of Development revokes the certification of CRA #6, or the City revokes the designation of CRA #6, 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

MSG INVESTMENTS, LTD.

By: _____
Michelle Green, Owner

CONSENTED TO:

NAPOLEON AREA CITY SCHOOL DISTRICT

By: _____
Superintendent

APPROVED AS TO FORM AND CORRECTNESS:

Prosecuting Attorney

Appendix "A"

APPLICATION CRA

(POST-1994)

ATTACHED

Appendix A Attachment

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the City of Napoleon located in the County of Henry and MSG Investments, Ltd.

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

<u>MSG Investments, Ltd.</u>	<u>Michelle Green</u>
Enterprise Name	Contact Person
<u>1045 N. Main St., Suite 7B</u>	
<u>Bowling Green, OH 43402</u>	<u>(419) 360-7991</u>
Address	Telephone Number

- b. Project site:

<u>760, 780 Trail Drive</u>	<u>Steve Green</u>
760 Trail Drive	Contact Person
780 Trail Drive	
<u>Napoleon, OH 43545</u>	<u>(419) 360-7990</u>
Address	Telephone Number

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

Multifamily leasing units

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

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: _____

N/A

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

Limited Liability Company

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

Steve A. Green & Michelle S. Green

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:

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

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

N/A

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: New construction of 24 new residential units. Two buildings, each - 7,452 sf of living and 1,038 sf of garage space. Total of 14,904 sf of living and 2,076 sf. of garage space. Project total - 16,980 sf.

7. Project will begin September 1, 2018 and be completed April 30, 2019 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):
1 full-time permanent employee

b. State the time frame of this projected hiring: N/A yrs.

c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):
Employee hired contingent upon completion of project.

9. a. Estimate the amount of annual payroll such new employees will add \$ 35,000.00 full-time permanent employee (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: \$ _____

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:
- | | |
|--|---------------------------|
| A. Acquisition of Buildings: | \$ _____ |
| B. Additions/New Construction: | \$ <u>1,600,000</u> |
| C. Improvements to existing buildings: | \$ _____ |
| D. Machinery & Equipment: | \$ _____ |
| E. Furniture & Fixtures: | \$ <u>50,000</u> |
| F. Inventory: | \$ _____ |
| Total New Project Investment: | \$ <u>1,650,00</u> |
11. a. Business requests the following tax exemption incentives: 100 % for 15 years covering real property as described above. Be specific as to the rate, and term.
- b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)
1. economic feasibility of project
 2. Assisting to solve housing availability stock
 3. Increased monetary collections from new investment and residents benefiting local, regional and state agendas.
-
-
-

Submission of this application expressly authorizes City of Napoleon 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.

MSG Investments, Ltd - Steve Green

Name of Property Owner


Signature

7/27/18
Date

MSG Investments LTD.
~~Steve Green/Michelle Green~~, Members
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 \$1,650,000.00, plus or minus 10%, in development of twenty-four (24) unit residential multi-family leasing building and appurtenances at the site located at parcel #:41-119045.0180, Trail Drive, Napoleon, Ohio, containing 2.93 acres. The creation of this residential leasing development is to assist in housing availability stock.

Appendix "C"

REAL PROPERTY DESCRIPTION

Tax Parcel# 41-119045.0180

Acres: 2.93

Legal Description: LOT 15 BECK AND SCHULTZ

Volume: 294.00 Page: 736.00

Map Number: 0511476002

Township: NAPOLEON

Situated in the City of Napoleon, County of Henry, and State of Ohio, and more particularly described as follows:

Lot Numbers Eight (8), Nine (9), and Fifteen (15) of the Beck and Schultz Replat of Lot No. 7, and subject to all the easements and restrictions of record as shown on the plat of the replat of Lot No. 7, recorded on Slide 202, Plat Records, Henry County Recorder's Office, Henry County, Ohio.

RESOLUTION NO. 006-19

A RESOLUTION AUTHORIZING A COMMUNITY REINVESTMENT AREA (CRA) AGREEMENT BETWEEN THE CITY OF NAPOLEON, OHIO, AND RIDI REIO LLC 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, on October 1, 2001, by Resolution 114-01 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, Ridi Reio LLC made application that will involve a total capital investment in real property currently estimated at \$2,100,000.00, plus or minus ten percent (10%), in development of new commercial construction being approximately 7,000 square feet at the site located on parcel numbers 41-119361.0100 and 41-119361.0300, 2269 Scott Street, Napoleon, Ohio; and,

WHEREAS, it was recommended that Ridi Reio LLC receive a fifty percent (50%) exemption for a period of fifteen (15) years on the eligible property for 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 Ridi Reio LLC, in substantially the form as being currently on file with the City Finance Director, Agreement No. 04-19, 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 a 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: _____
Joseph D. Bialorucki, Council President

Approved: _____
Jason P. Maassel, Mayor

VOTE ON PASSAGE _____ Yea _____ Nay _____ Abstain

Attest:

Roxanne Dietrich, interim Clerk of Council

I, Roxanne Dietrich, interim Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 006-19 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.

Roxanne Dietrich, interim Clerk of Council

2019 COMMUNITY REINVESTMENT AREA
AGREEMENT

between

CITY OF NAPOLEON,
OHIO

and

Redi Reio, LLC-S/G Stores

Dated

as of

XXX

TABLE OF CONTENTS

Section 1.	Definitions.....	2
Section 2.	Interpretation.....	3
Section 3.	The Project.....	4
Section 4.	Enterprise’s Representation.....	4
Section 5.	City Obligations.....	4
Section 6.	Enterprise’s Covenants & Agreements.....	5
Section 7.	Exemptions.....	5
Section 8.	Annual Fee.....	6
Section 9.	Compensation Payments.....	6
Section 10.	Events of Default & Remedies.....	6
Section 11.	Notices & Payments.....	7
Section 12.	Miscellaneous.....	8

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 Redi Reio, LLC., a limited liability corporation organized under the laws of Ohio, located at 5131 W. Alexis, Sylvania, Ohio 43560 (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 September 18, 2000, designated an area as a Community Reinvestment Area pursuant to Ohio Revised Code Chapter 3735 and by Resolution, adopted on September 4, 2018, enlarging Community Reinvestment Area #6 (CRA #6); and,

WHEREAS, the Director of Development determined that CRA #6 so designated by the City contained the characteristics set forth in Ohio Revised Code Section 3735.66; and,

WHEREAS, the Director of Development on December 23, 2000 and November 5, 2018, certified the area as a community reinvestment area known as CRA #6; and,

WHEREAS, the City encourages the development of real property in CRA #6; and,

WHEREAS, the Enterprise desires to construct and install a Project at the Facility in CRA #6 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 CRA #6 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 #6 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 commercial retail facility. 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, 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,

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 069-53550-01 Napoleon #6 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 CRA #6.

"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 April 1, 2020, 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 currently estimated at \$2,100,000.00, plus or minus 10% in development and construction of a commercial retail building, approximate size being 7,000 square feet at the site located on parcel #s: 41-1193610100 and 41-1193610300, 2269 Scott Street, 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 1, 2019 and all acquisition, construction, and installation of the Project will be completed by April 1, 2020.

(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 shall create a minimum of 10 full-time permanent jobs and 12 part-time permanent jobs at the Facility by April 30, 2020.

(b) The increase in the number of employees will result in approximately \$400,000.00, plus or minus 25% of additional payroll at the Facility by the end of the first calendar year following the completion of the Project.

(c) The Enterprise currently has approximately two hundred full-time permanent employees, one hundred part-time permanent employees and zero temporary employees within the State of Ohio. The annual payroll for employees to be retained at the Facility is estimated at \$9,900,000.00.

(d) 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 "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 CRA #6, 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 & Agreements. The Enterprise covenants and agrees that:

(a) Regarding the construction and renovations, the Enterprise will make a minimum investment of \$2,100,000.00, 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 notification of the School District and to the Four County Career Center, hereby grants the Enterprise a 50% 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, 2021, nor shall extend beyond December 31, 2035. The maximum investment for the Improvements to qualify for the exemption granted in this paragraph is \$2,310,000.00.

(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 one percent of the dollar value of the incentives offered by this Agreement or Five Hundred Dollars (\$500.00); provided, however if the value of the incentives exceed Two Hundred Fifty Thousand Dollars (\$250,000.00), the fee shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00) which is supportive of 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. 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 10. Notices & 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:

- (a) To the City: City of Napoleon, Ohio
c/o City Manager
255 West Riverview
Napoleon, Ohio 43545
- (b) To the Enterprise: Redi Reio, LLC
5131 W. Alexis
Sylvania, OH 43560
- (c) To the County Auditor: Auditor
County of Henry, Ohio
660 N. Perry Street
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
104 East Washington St.
Suite 301
Napoleon, Ohio 43545

Section 11. 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 CRA #6 designation expires, or the Director of Development revokes the certification of CRA #6, or the City revokes the designation of CRA #6, 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

Redi Reio, LLC.

By: _____
Dan Redi, President

**CONSENTED TO:
DISTRICT**

NAPOLEON AREA CITY SCHOOL

By: _____
Superintendent

APPROVED AS TO FORM AND CORRECTNESS:

Prosecuting Attorney

Appendix "A"

**APPLICATION CRA
(POST-1994)**

Appendix A

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the City of Napoleon located in the County of Henry and Ridi Reio LLC-S/G Stores.

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

S/G Store_
Enterprise Name

Dan Ridi President
Contact Person

5131 W Alexis Sylvania Oh 43560
Address

419 776 2929
Telephone Number

- b. Project site:

2269 Scott st__

Robert Reinbolt
Contact Person

5162 Pawnee Toledo Oh 43613
Address

419 6542544
Telephone Number

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

Commercials structure to include a convenience store, coffee shop or car wash , and gas service

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

Business may list other relevant SIC numbers. _____

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

New construction first store built in this area so all employees will be new hires

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

LLC

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

Dan (Dergham) Ridi President S/G

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

0 vacant property

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes No XX

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:

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

300

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

There is no impact on other stores—these will be new jobs

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

NA

5. Does the Property Owner owe:

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

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

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 XX

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: Prepare vacant property, including environmental testing and cleanup from previous site use to allow construction of an 7000sq ft multi use retail store to include a coffee shop or car wash and gas service

7. Project will begin spring, 20 19 and be completed spring, 20 20 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):
10 to 12 plus staff in the coffee shop in addition to the construction crews.

b. State the time frame of this projected hiring: early 2020 yrs.

c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):
spring 2020

9. a. Estimate the amount of annual payroll such new employees will add \$ \$150,000 to \$200,000 (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: \$ NA

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

A. Acquisition of Land :	\$ <u>350,000</u>
B. Additions/New Construction:	\$ <u>650,000.00</u>
C. Improvements to existing buildings:	\$ _____
D. Machinery & Equipment:	\$ <u>900,000.00</u>
E. Furniture & Fixtures:	\$ <u>100,000</u>
F. Inventory:	\$ <u>100,000</u>
_____ Total New Project Investment:	\$ <u>2,100,000</u>

11. a. Business requests the following tax exemption incentives: 50 % for 15 years covering real estate and equipment _____ as described above. Be specific as to the rate, and term.

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

to assist in project development and to offset high cost of development/site preparation and make development of this brownfield site cost effective

Submission of this application expressly authorizes City of Napoleon 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

**Appendix
"B"**

**THE
IMPROVEMENTS**

The Project will involve a total capital investment in real property currently estimated at \$2,100,000.00, plus or minus 10% in development and construction of a commercial retail building, approximate size being 7,000 square feet at the site located on parcel #s: 41-1193610100 and 41-1193610300, 2269 Scott Street, Napoleon, Ohio.

Appendix "C"

**REAL PROPERTY
DESCRIPTION**

CONTAINING: 1.65 acres of land

Tax Parcel #: 41-1193610100 and 41-1193610300

Situated in the City of Napoleon, County of Henry, and State of Ohio and known as:

Parcels A and B of The Re-Plat of Lot #5 of the MWT Subdivision, in the City of Napoleon, County of Henry, and State of Ohio, subject to all easements, restrictions and zoning regulations.

Current Year 35% Taxable Values			
Land	10170		
Building	0		
Total	10170		
Original Parcel	411100500000	First Tax Year	1996

ORDINANCE NO. 007-19

AN ORDINANCE APPROVING THE AMENDMENT OF SECTIONS 195.04 (RULE 4.16, EXAMINATION GRADING METHODS), AND 195.07 (ADDING RULE 7.20, LATERAL TRANSFERS) OF THE CIVIL SERVICE CODE OF THE CITY OF NAPOLEON, OHIO; AND DECLARING AN EMERGENCY

WHEREAS, the Civil Service Commission met on January 8, 2019 and adopted rule changes as found in Sections 195.04 and 195.07 of the Codified Ordinances of Napoleon, Ohio, subject to Council's approval; **Now Therefore**,

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

Section 1. That, Section 195.04 of the City of Napoleon, Ohio Codified Ordinances, being a part of the Civil Service Rules, shall be amended and enacted as follows:

“Rule 4.16 Examination Grading Methods

The total grade attainable in each examination, except for special credits as outlined above, shall be one hundred (100%) percent. In examinations composed of more than one (1) part the method of scoring shall be:

- 1) Each part of the examination shall be separately rated and the proficiency of each competitor determined on the basis of a scale of one hundred (100%) percent for maximum possible attainment.
- 2) Each part shall be assigned a weight which shall be based on the relative value of the part to that of the entire examination expressed in terms of tenth (1-10th) of the total.
- 3) The earned grade of each examinee in each part of the examination shall be multiplied by the weight assigned to the part and the sum of the total shall be the earned grade for the participant.
- 4) Notwithstanding the above, any physical agility portion of the examination for original appointment to the position of Police Officer shall be administered by the commission and shall be based on the Cooper Standards. In the event that an applicant fails the physical agility portion, no further consideration to the applicant for appointment shall be given. If the applicant has passed the physical certification process of the Ohio Peace Office Training Academy (OPOTA) within the previous year, but not more than ~~one (1)~~ **two (2)** years prior to the date of the original examination for Police Officer, the commission will accept that certification for the physical agility portion of the original examination for Police Officer.

The physical agility portion of the original examination for Firefighter/Paramedic will be administered by the National Testing Network using the standard of the Firefighter's Mile. The commission will accept the Firefighter Mile card for the physical agility portion of the original examination for Firefighter/Paramedic.

Upon completion of the grading process, each applicant shall be notified by regular U.S. mail, with proof of mailing required to his or her last address on file with the commission, as to his or her grade.”

Section 2. That, Section 195.07 of the City of Napoleon, Ohio Codified Ordinances, being a part of the Civil Service Rules, shall be amended and enacted as follows:

“Rule 7.20 Lateral Transfer

The City of Napoleon wishes to broaden the pool of applicants for the City of Napoleon Police Department by allowing employees appointed as a fulltime Patrol Officer who possess certification from Basic Police School (OPOTA or equivalent), and whose last position held with the employee’s last employer was a law enforcement position, to utilize full years of service in the law enforcement position with the employee’s last employer for calculation of pay and vacation accrual only, while still protecting the seniority rights of current Napoleon Police Officers, including but not limited to seniority affecting layoff, recall, overtime assignment, acting time, vacation selection, shift preferences, etc. Employees appointed by the City of Napoleon as a fulltime Patrol Officer who possess certification from Basic Police School (OPOTA or equivalent) and whose last position held with the employee’s last employer was a law enforcement position, shall be credited with two weeks (80 hours) of vacation on date of hire.

The City of Napoleon wishes to broaden the pool of applicants for the City of Napoleon Fire Department by allowing employees appointed as a fulltime Firefighter/Paramedic who possess certifications of Ohio Firefighter II and State of Ohio Paramedic, and whose last position held with the employee’s last employer was a firefighter/paramedic position, to utilize full years of service in the fire department position with the employee’s last employer for calculation of pay and vacation only, while still protecting the seniority rights of current Napoleon Firefighters/Paramedics, including but not limited to seniority affecting layoff, recall, overtime assignment, acting time, vacation selection, shift preferences, etc. Employees appointed by the City of Napoleon as a fulltime Firefighter/Paramedic who possess certifications of Ohio Firefighter II and State of Ohio Paramedic, and whose last position held with the employee’s last employer was a firefighter/paramedic position, shall be credited with forty-eight (48) hours of vacation on date of hire.”

Section 3. That, Section 195.04 and Section 195.07 as they existed prior to the enactment of this Ordinance shall be and hereby are amended as approved herein by this Council.

Section 4. 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 5. 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 6. 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. Further, the Emergency Clause is necessary to commence the amendments in a timely manner which affects the public peace, health, and safety accessible to our citizens, and for further reasons as stated in the Preamble hereof.

Passed: _____
Joseph D. Bialorucki, Council President

Approved: _____
Jason P. Maassel, Mayor

VOTE ON PASSAGE _____ Yea _____ Nay _____ Abstain

Attest:

Roxanne Dietrich, interim Clerk of Council

I, Roxanne Dietrich, interim Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 007-19 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.

Roxanne Dietrich, interim Clerk of Council

ORDINANCE NO. 086-18

AN ORDINANCE AMENDING CHAPTER 955 OF THE CODIFIED CODE OF ORDINANCES OF THE CITY OF NAPOLEON, OHIO TO ADD SECTION 955.09(S) REGARDING ORGANIZATIONAL GOLF OUTING FEES

WHEREAS, the Parks and Recreation Board met on September 26, 2018 and, in order to provide the opportunity for area organizations to offer golf outings, determined it appropriate to create certain golf fees; and,

WHEREAS, the City of Napoleon’s Parks and Recreation Committee met on December 17, 2018 and concurred with the Parks and Recreations Board’s determination that certain golf fees should be created; and,

WHEREAS, this Council has considered all recommendations, and now deems appropriate that golf fees as listed below shall be created; **Now Therefore**,

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

Section 1. That, Section 955.09 of the Codified Code of Ordinances of the City of Napoleon, Ohio shall remain as is currently written, with the addition of the following section to 955.09; Golf Privilege Fees is hereby amended and enacted to add section (s) which reads as follows:

(s) In order to provide an opportunity for area organizations to offer golf outings, a golf outing rate shall be created per the following:

<i>Number of Holes</i>	<i>Fee per Participant</i>
<i>9</i>	<i>\$15.00</i>
<i>18</i>	<i>\$25.00</i>

Section 2. That, this Ordinance No. 086-18 amends Ordinance No. 003-18 so as to incorporate and adopt all identified changes noted herein. The remaining, unchanged portions of Ordinance No. 003-18 remain in full force and effect as it existed and to now include section (s).

Section 3. 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 4. 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 5. That, upon passage, this Ordinance shall take effect at the earliest time permitted by law.

Passed: _____
Joseph D. Bialorucki, Council President

Approved: _____
Jason P. Maassel, Mayor

VOTE ON PASSAGE _____ Yea _____ Nay _____ Abstain

Attest:

Gregory J. Heath, Clerk/Finance Director

I, Roxanne Dietrich, interim Clerk of Council of the City of Napoleon, do hereby certify that the foregoing Ordinance No. 086-18 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.

Roxanne Deitrich, interim Clerk of Council

2019 COMMUNITY REINVESTMENT AREA
AGREEMENT

between

CITY OF NAPOLEON,
OHIO

and

Just Busch Investments, LLC

Dated

as of

XXX

TABLE OF CONTENTS

Section 1.	Definitions.....	2
Section 2.	Interpretation.....	3
Section 3.	The Project.....	4
Section 4.	Enterprise’s Representation.....	4
Section 5.	City Obligations.....	4
Section 6.	Enterprise’s Covenants & Agreements.....	5
Section 7.	Exemptions.....	5
Section 8.	Annual Fee.....	6
Section 9.	Compensation Payments.....	6
Section 10.	Events of Default & Remedies.....	6
Section 11.	Notices & Payments.....	7
Section 12.	Miscellaneous.....	8

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 Just Busch Investments, LLC, a limited liability corporation organized under the laws of Ohio, located at 821 Haley Ave., Napoleon, Ohio (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 January 6, 1986, designated an area as a Community Reinvestment Area pursuant to Ohio Revised Code Chapter 3735 Community Reinvestment Area #2 (CRA #2); and,

WHEREAS, the Director of Development determined that CRA #2 contained the characteristics set forth in Ohio Revised Code Section 3735.66; and,

WHEREAS, the Director of Development on January 6, 1986, certified the area as a community reinvestment area known as CRA #2; and,

WHEREAS, the City encourages the development of real property in CRA #2; and,

WHEREAS, the Enterprise desires to construct and install a Project at the Facility in CRA #2 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 CRA #2 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 #2 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 commercial retail facility. 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, 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,

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 069-53550-04 Napoleon #2 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 CRA #2.

"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 April 30, 2019, 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 currently estimated at \$310,000.00, plus or minus 10% in the remodeling of a commercial retail building, approximate size being 6,350 square feet at the site located on parcel #: 41-0094213940, 130 E. Clinton St., 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 March 1, 2019 and all acquisition, construction, and installation of the Project will be completed by April 30, 2019.

(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 shall create a minimum of two (2) full-time permanent jobs and two (2) part-time permanent jobs at the Facility by April 30, 2019.

(b) The increase in the number of employees will result in approximately \$12,000.00, plus or minus 25% of additional payroll at the Facility by the end of the first calendar year following the completion of the Project.

(c) The Enterprise currently has approximately two (2) full-time permanent employees and two (2) part-time permanent employees within the State of Ohio. The annual payroll for employees to be retained at the Facility is estimated at \$15,000.00.

(d) 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 "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 CRA #2, 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 & Agreements. The Enterprise covenants and agrees that:

(a) Regarding the construction and renovations, the Enterprise will make a minimum investment of \$310,000.00, 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 notification of the School District and to the Four County Career Center, 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 10 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, 2020, nor shall extend beyond December 31, 2029. The maximum investment for the Improvements to qualify for the exemption granted in this paragraph is \$341,000.00.

(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 one percent of the dollar value of the incentives offered by this Agreement or Five Hundred Dollars (\$500.00); provided, however if the value of the incentives exceed Two Hundred Fifty Thousand Dollars (\$250,000.00), the fee shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00) which is supportive of 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. 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 then this Agreement may be terminated.

Section 10. Notices & 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:

- (a) To the City: City of Napoleon, Ohio
c/o City Manager
255 West Riverview
Napoleon, Ohio 43545
- (b) To the Enterprise: Just Busch Investments, LLC
821 Haley Ave.
Napoleon, OH 43545
- (c) To the County Auditor: Auditor
County of Henry, Ohio
660 N. Perry Street
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
104 East Washington St.
Suite 301
Napoleon, Ohio 43545

Section 11. 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 CRA #2 designation expires, or the Director of Development revokes the certification of CRA #2, or the City revokes the designation of CRA #2, 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

Just Busch Investments, L.L.C.

By: _____
Julie M. Busch, Owner

APPROVED AS TO FORM AND CORRECTNESS:

Prosecuting Attorney

Appendix "A"

APPLICATION CRA

(PRE-1994)

Appendix A

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the City of Napoleon located in the County of Henry and Ridi Reio LLC-S/G Stores.

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

S/G Store_
Enterprise Name

Dan Ridi President
Contact Person

5131 W Alexis Sylvania Oh 43560
Address

419 776 2929
Telephone Number

- b. Project site:

2269 Scott st__

Robert Reinbolt
Contact Person

5162 Pawnee Toledo Oh 43613
Address

419 6542544
Telephone Number

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

Commercials structure to include a convenience store, coffee shop or car wash , and gas service

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

Business may list other relevant SIC numbers. _____

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

New construction first store built in this area so all employees will be new hires

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

LLC

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

Dan (Dergham) Ridi President S/G

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

0 vacant property

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes No XX

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:

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

300

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

There is no impact on other stores—these will be new jobs

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

NA

5. Does the Property Owner owe:

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

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

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 XX

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: Prepare vacant property, including environmental testing and cleanup from previous site use to allow construction of an 7000sq ft multi use retail store to include a coffee shop or car wash and gas service

7. Project will begin spring, 20 19 and be completed spring, 20 20 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):
10 to 12 plus staff in the coffee shop in addition to the construction crews.

b. State the time frame of this projected hiring: early 2020 yrs.

c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):
spring 2020

9. a. Estimate the amount of annual payroll such new employees will add \$ \$150,000 to \$200,000 (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: \$ NA

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

A. Acquisition of Land :	\$ <u>350,000</u>
B. Additions/New Construction:	\$ <u>650,000.00</u>
C. Improvements to existing buildings:	\$ _____
D. Machinery & Equipment:	\$ <u>900,000.00</u>
E. Furniture & Fixtures:	\$ <u>100,000</u>
F. Inventory:	\$ <u>100,000</u>
_____ Total New Project Investment:	\$ <u>2,100,000</u>

11. a. Business requests the following tax exemption incentives: 50 % for 15 years covering real estate and equipment _____ as described above. Be specific as to the rate, and term.

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

to assist in project development and to offset high cost of development/site preparation and make development of this brownfield site cost effective

Submission of this application expressly authorizes City of Napoleon 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

**Appendix
"B"**

**THE
IMPROVEMENTS**

The Project will involve a total capital investment in real property currently estimated at \$310,000.00, plus or minus 10% in the remodeling of a commercial retail building, approximate size being 6,350 square feet at the site located on parcel #: 41-0094213940, 130 E. Clinton St., Napoleon, Ohio.

Appendix "C"

**REAL PROPERTY
DESCRIPTION**

CONTAINING: 0.00 acres of land

Tax Parcel #: 41-0094213940

Lot Number One Hundred Twenty-Two (122) in Phillip's and Stafford's First Addition (now Original Plat) to the City of Napoleon, Henry County, Ohio, and known as 130-132 E. Clinton St., corner of Monroe Street, Napoleon, Ohio.

Subject to all easements, restrictions and leases of record, zoning ordinances and all legal highways.

Current Year 35% Taxable Values		Not receiving the owner occupancy credit
Land	1780	
Building	0	
Total	1780	

SPECIFICATIONS

AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD

Item Number 3

Line No.	Standard Specification Items	Minimum Requirements	Approved Exceptions
Brand			
1.	Manufacturer Make	Ford	
2.	Manufacturer Model	Interceptor SUV	
Powertrain			
3.	Engine Type (Liter/Cylinder)	3.7L, V6	3.3 L Gas
4.	Horsepower (Net HP)	304	
5.	Transmission	Automatic, 6 Speed	
6.	Drive Type	All Wheel Drive	
7.	Alternator (amps)	220	
8.	Flexible Fuel Vehicle (FFV)	Required	
9.	Battery (CCA)	750	
10.	Cooling System	Heaviest Duty Available	
11.	EPA Estimated Mileage (City/Highway MPG)	16/21	
Driveability			
12.	Steering	Electric Power-Assist	
13.	Power Antilock Brakes (ABS) Front & Rear	Required	
Exterior			
14.	Number of Doors	4	
15.	Wheelbase (in.)	112.6	
16.	Body Side Molding (Installed)	Not Required	
17.	Exterior Mirrors – Right & Left Mounted	Power Remote	
18.	Paint – Specify Standard Colors	Standard	
19.	Left Handed Spotlight, Pillar Mounted	Required	
20.	Tires – Pursuit/Speed Rated per Manufacturer Recommendations	All Season, Steel Belted, Black Wall	
21.	Spare Tire/Wheel	Full Size	
Safety			
22.	Air Bag Restraint System (Driver & Passenger)	Required	
23.	Supplement Restraint System (Driver & Passenger)	Required	
Seating			
24.	Seating Capacity	5	
25.	Seat Covering	Cloth FR, Vinyl RR	
26.	Floor Covering	Heavy Duty Rubber	
27.	Front Seat Type	Bucket Adjustable – No Center Console	
28.	Rear Seat Type	Split 60/40 Bench	

SPECIFICATIONS (CONT'D)

AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD

Item Number 3

Line No.	Standard Specification Items	Minimum Requirements	Approved Exceptions
Interior			
29.	Arm Rest on Front Doors	Required	
30.	Foam Front Seat Cushion	Required	
31.	Trunk Light	Automatic	
32.	Interior Lighting	Overhead Dome & Map or Dome Driver Light	
33.	Interior Rear View Mirror	Day/Night	
Dimensions			
34.	Fuel Capacity (Gal.)	18.6	
35.	Base Curb Weight (lbs.)	4,639	
36.	Headroom (Front/Rear) (in.)	41/40	
37.	Leg Room (Front/Rear) (in.)	40/41	
38.	Hip Room (Front/Rear) (in.)	57/56	
39.	Shoulder Room (Front/Rear) (in.)	61/60	
40.	Interior Cargo Area/ Cargo Area Seats Folded Down (cu. ft.)	48/85	
Accessories			
41.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required	
42.	Glass	High Strength, Factory Tint	
43.	Rear Window Defroster	Wired in Glass	
44.	Fresh Air Temperature Controlled Heater	With Windshield Defrosters	
45.	Intermittent Windshield Wipers	With Dual Speed	
46.	Air Conditioning	Required	
47.	Radio – Factory Installed	AM/FM	
48.	Radio Suppression System	Required	
49.	12 Volt Power Outlet, in Front Compartment	Required	
50.	Fuel at Delivery	½ Tank	
51.	Speedometer/ Standard Gage Package	Required	
52.	Hood Latch Release	Inside Passenger Compartment only, by Driver Side	
53.	Dual Horns, Factory Installed	Required	
54.	Electronic Door Locks/ Electronic Windows	Driver Control Lock Out (Required)	
55.	Rear Window Wiper/Washer	If applicable	
56.	Remote Control Rear Gate Release by Driver	Required, if available	
57.	Rear Door	Lift Gate	

SPECIFICATIONS (CONT'D)

AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD

Item Number 3

Line No.	Standard Specification Items	Minimum Requirements	Approved Exceptions
Warranty			
58.	Rust Proofing	Min. Factory Warranty	
59.	Manufacturer Standard	Min. 3 yr./36,000 Mile	
60.	Powertrain	Min. 5 yr./100,000 Mile	
Optional Equipment Items			
61.	45-Day Tags		
62.	Wheel Cover		
63.	Inside Rear-Door Locks Inoperable		
64.	Inside Rear-Door Handles Inoperable		
65.	Inside Windows-Rear-Power Delete		
66.	Heated Side View Mirrors		
67.	Carpet		
68.	3.5L, V6 EcoBoost		
69.	Red/White Dome Light in Cargo Area		
70.	Perimeter Anti-Theft Alarm		
71.	Remote Keyless Entry Key FOB w/o Key Pad - Deduct		
72.	Rear Console Plate		
73.	Grille LED Lights, Siren & Speaker Pre-Wiring		
74.	Hitch		
75.	SYNC		
76.	Rear Light Solution – Blue/Blue for Cargo Area		
77.	Backup Camera		
78.	Additional Option Package (Bidder to Specify Type)		

PRICE SCHEDULE

ITEM #3 – AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD

DELIVERY: 180 DAYS A.R.O. (SEE IV.A.)		INDICATE CITY/STATE OF MANUFACTURER: Chicago, IL	
CONTRACTOR: Lebanon Ford	MFG: Ford	MODEL: Police Utility	MODEL NUMBER: K8A
REAR END GEAR RATIO: 3.3L Gas Engine Standard			
ITEM ID NO.: 32880		UNIT PRICE: \$ 31,276.00	

ITEM ID NO.	DELIVERY CHARGE	UNIT PRICE
32861	Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor	\$0.65
32863	Minimum Delivery Charge	\$160.00

ITEM ID NO.	DEALER OPTION/ORDER CODE	OPTION	UNIT COST
32856	45 DAY TAG	45-Day Tags	\$ 18.50
35154	65L	Wheel Cover 18"	\$ 59.00
32881	68G	Inside Rear-Door Locks Inoperable	\$ 74.00
Note on P.O.	INCLUDED W/68G	Inside Rear-Door Handles Inoperable 68G	\$ 0.00
Note on P.O.	NONE	Inside Windows-Rear-Power Delete	\$ 0.00
32884	549	Heated Side View Mirrors	\$ 59.00
32885	16C	Carpet	\$ 124.00
35155	99C	3.0L, V6 EcoBoost 3.0 Echo Boost	\$ 789.00
32887	17T	Red/White Dome Light in Cargo Area	\$ 49.00
32902	593	Perimeter Anti-Theft Alarm	\$ 119.00
35156	55FA	Remote Keyless Entry Key FOB w/o Key Pad – Deduct with Keyed Alike	\$ 289.00
32888	85R	Rear Console Plate	\$ 44.00
32889	60A	Grille LED Lights, Siren & Speaker Pre-Wiring	\$ 49.00
32890	52T CLASS 3	Hitch	\$ 79.00
32891	STANDARD	SYNC	Included
32892	66C/ZDH	Rear Light Solution – Blue/Blue for Cargo Area	\$ 539.00
35157	19V	Backup Camera on Demand	\$ 229.00
35158	65U	Street Appearance Package	\$ 394.00
35159	Lebanon Ford Road Ready	Light Bar, Partition, Cages, Leds, Siren Speaker	\$5993.00

PRICE SCHEDULE (CONT'D)

ITEM #3 – AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD (CONT'D)

ITEM ID NO.	DEALER OPTION/ORDER CODE	OPTION	UNIT COST
35160	90E	Ballistic Door Panels Level III	\$ 3169.00
35161	90G	Ballistic Door Panels Level IV	\$ 4829.00

INSTRUCTIONS TO STATE AGENCIES REQUESTING UNSPECIFIED OPTIONS: State agencies that require additional equipment that is not listed in the option table above will need to provide the following to the current contract analyst listed on the contract website overview page, for approval;

1. Quote: Lists the unit price and the contents of the option(s). Manufacturer's invoice should be included.
2. Justification: Specific reasoning why the unlisted option is needed to perform job duties.

UNSPECIFIED OPTION PRICE: 3.00% above manufacturer invoice.

List standard paint colors: Medium Brown Metallic BU, Arizona Beige Metallic Clearcoat E3, Vermillion Red E4, Blue Metallic FT, Smokestone Metallic HG, Kodiak Brown Metallic J1, Dark Toreador Red Metallic JL, Iconic Silver Metallic JS, Norseia Blue Metallic KR, Dark Blue LK, Royal Blue LM, Light Blue Metallic LN, Silver Grey Metallic TN, Sterling Grey Metallic UJ, Agate Black UM, Medium Titanium Metallic YG, Oxford White YZ



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
Christine Peddicord, Interim Finance Director
Jeff Rathge, Operations Superintendent
Date: January 17, 2019
Subject: Refuse Truck Purchase

The City of Napoleon's Department of Public Works intends to purchase a new Refuse Truck with Packer Unit through the State Cooperative Purchasing Agreement. The purchase was included in the 2019 Budget, as well as the master bid ordinance passed by City Council earlier this year. The approved budget amount in this account is \$183,000.00. The current, estimated price for the truck and all appurtenances is \$179,844.00.

CEL



City of Napoleon, Ohio

Department of Public Works

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Napoleon, OH 43545

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Memorandum

To: Joel L. Mazur, City Manager
From: Chad E. Lulfs, P.E., P.S., Director of Public Works
cc: Mayor & City Council
Christine Peddicord, Interim Finance Director
Jeff Rathge, Operations Superintendent
Date: January 17, 2019
Subject: Large Dump Truck Purchase

The City of Napoleon's Department of Public Works intends to purchase a new Large Dump through the State Cooperative Purchasing Agreement. The purchase was included in the 2019 Budget, as well as the master bid ordinance passed by City Council earlier this year. The approved budget amount in this account is \$174,580.00. The current, estimated price for the truck and all appurtenances is \$173,063.00.

CEL

MEMORANDUM OF UNDERSTANDING

Whereas, The City of Napoleon wishes to broaden the pool of applicants for the City of Napoleon Police Department by allowing employees appointed as a full-time Patrol Officer after the signing of this Memorandum of Understanding who possess certification from Basic Police School (OPOTA or equivalent) and whose last position held with the employee's last employer was a law enforcement position to utilize full years of service in the law enforcement position with the employee's last employer for calculation of pay and vacation accrual.

Whereas, the Collective Bargaining Agreement between the City and the Napoleon Police Officers Association sets forth pay and vacation leave accrual that are linked to duration of service with the City of Napoleon, Ohio.

Whereas, the City and the Union wish to enter into a memorandum of understanding that will allow for newly appointed full-time Patrol Officers with law enforcement experience in their last position held with their last employer to utilize full years of service in the last law enforcement position with the employee's last employer for calculation of Patrol Officer pay and vacation accrual only while still protecting the seniority rights of current Napoleon Police Officers, including but not limited to seniority affecting layoff, recall, overtime assignment, acting time, vacation selection, shift preferences, etc.

Now Therefore be it resolved, effective on the date of execution of this MOU the City of Napoleon and the NPOA agrees to the following:

As used in this Memorandum of Understanding a law enforcement position shall include a position which required the employee to possess certification from Basic Police School (OPOTA or equivalent) and perform duties similar to those assigned a City of Napoleon, Ohio Patrol Officer. For purposes of this Memorandum of Understanding corrections officer, dispatcher, police chief secretary, administrative assistant, secretary, etc. are not considered law enforcement positions.

Article 14 SENIORITY AND RELATED MATTERS

14.1 COMPUTATION OF SENIORITY

Except as otherwise specifically provided in this Memorandum of Understanding, seniority shall be computed on the basis of an employee's uninterrupted length of continuous service with the City of Napoleon, Ohio. In the event that two (2) or more employees are hired on the same date, said employees' seniority shall be computed on the basis of and in accordance with the last four (4) digits of their Social Security Number, with the higher number prevailing, etc.

The City agrees to provide a seniority list on an annual basis which shall include the employee's name, date of employment with the City of Napoleon, Ohio, and job title, commencing the execution date of this Agreement.

14.2 PROBATIONARY POLICE OFFICER

Upon successful completion of Basic Police School (currently OPOTA) training program as required by state law, a Probationary Police Officer shall begin their one (1) year probationary period. It is understood that, in addition to the one year probationary period, employees who are undergoing basic police school training will be on probationary status.

14.3 DISPATCHER (FIELD TRAINING)

A dispatcher's field training shall begin upon hire. It is understood that dispatchers on field training status will be paid the dispatcher training rate set forth in this agreement until completion of one (1) complete shift without the direct supervision of a full time dispatcher.

14.4 PROBATIONARY PERIOD

Newly appointed Police Officers and Dispatchers, shall serve a probationary period of one (1) year. Except as otherwise specifically provided in this Memorandum of Understanding, newly appointed Police Officers and Dispatchers shall have no seniority during their probationary period, but upon completion of the probationary period, their seniority date shall be as of the original date of current appointment with the City of Napoleon, Ohio. Except as otherwise specifically provided in this Memorandum of Understanding, Police Officers and Dispatchers who have worked one (1) year shall be known as permanent employees and the probationary period shall be considered as part of their seniority time for the purpose of determining their entitlement to all fringe benefits, and their continuous service date. Absence from work for any reason, shall not be included in calculating an employee's one (1) year probationary period.

14.5 TIME SPENT ON AUTHORIZED UNPAID LEAVE OF ABSENCE

Time spent on an authorized unpaid leave of absence is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

14.6 TIME SPENT ON AUTHORIZED PAID LEAVE OF ABSENCE

Any paid time off, to which an employee is entitled as a matter or right under and in accordance with the applicable provisions of this Agreement, shall be considered as time worked for the purposes of seniority, longevity, and other matters where tenure is a factor.

14.7 TRANSFERS WITHIN DEPARTMENT

If an employee applies for a transfer to another position within the Police Department, and such application is granted by the Chief of Police (i.e., Civilian to Police or Police to Civilian), the employee will retain his years of service for vacation accrual purposes, vacation selection seniority, and his longevity, but will lose all other seniority rights and will be placed at the bottom of the seniority list.

In case of involuntary transfer to another Bargaining Unit position, the employee will retain years of service for vacation accrual purposes, all seniority rights, and will retain his present vacation selection.

If a voluntary or involuntary transfer within the Police Department occurs, the employee shall serve the full probationary period of the new classification and be paid at the first pay step of the new classification.

14.8 EMPLOYEE SHIFT PREFERENCES

Employees will be permitted to request shift preference on an annual basis. The Chief of Police will make an effort to accommodate such shift preferences on a seniority basis, but shall retain the ultimate and sole discretion in the scheduling and assignment of such shifts in accordance with the provisions of Article 2 of this Agreement. Nothing herein shall be construed or otherwise interpreted to preclude the Chief of Police from changing or otherwise altering employee shifts under this provision, excepting for reasons of discipline. Permanent shifts shall be posted by the first Monday of November each year.

***Article 33* VACATIONS AND LOCK-IN TIME**

33.1 VACATION ENTITLEMENT SCHEDULE

With the exception of employees appointed by the City of Napoleon as Patrol Officer following the signing of this Memorandum of Understanding who possess certification from Basic Police School (OPOTA or equivalent) and whose last position held with the employee's last employer was a law enforcement position, employees are entitled to vacation with pay after one (1) year continuous service with the City. The amount of vacation leave to which an employee is entitled is based upon length of service as follows:

1 YEAR BUT LESS THAN 6 YEARS	2 WEEKS (80 HOURS)
6 YEARS BUT LESS THAN 12 YEARS	3 WEEKS (120 HOURS)
12 YEARS AND OVER 160 HOURS	4 WEEKS (160 HOURS)

Employees appointed by the City of Napoleon as full-time Patrol Officer following the signing of this Memorandum of Understanding who possess certification from Basic Police School (OPOTA or equivalent) and whose last position held with the employee's last employer was a law enforcement position shall be credited with their full years of service in the last law enforcement position with the employee's last employer for calculation of vacation accrual purposes. Such service with the previous employer will not be used in the calculation of seniority for vacation scheduling.

Employees appointed by the City of Napoleon as full-time Patrol Officer following the signing of this Memorandum of Understanding who possess certification from Basic Police School (OPOTA or equivalent) and whose last position held with the employee's last employer was a law enforcement position shall be credited with two weeks (80 hours) of vacation on date of hire.

33.2 VACATION EARNINGS RATE

Vacation is earned each biweekly pay period at the following rates:

- A. For those entitled to 80 hours annual vacation @ 3.077 hours per pay period.
- B. For those entitled to 120 hours annual vacation @ 4.616 hours per pay period.
- C. For those entitled to 160 hours annual vacation @ 6.154 hours per pay period.

33.3 CONVERSION OF FOURTH VACATION WEEK

The employee eligible for four (4) weeks' vacation may have the option of receiving the fourth week as forty (40) hours base pay in lieu of vacation.

33.4 SCHEDULING OF VACATIONS - GENERAL

By seniority, employees shall select their accrued vacation periods in five (5) day, (40 hour) blocks by November 25th of each year. After the five (5) day lock-in vacation periods are selected and posted, employees, by seniority, may then lock-in other actual accrued time off (in eight (8) hour increments) by December 15th. All other days, once the schedule for the following year has been posted, that have not been locked in pursuant to the previous procedure shall be subject to scheduling pursuant to Article 34.1 for the following year. The schedule shall be posted within 14 calendar days after December 15th. Such lock-in time must have been accrued when applied for and remain in reserve until used or employees may be subject to discipline. Personal days and vacation days (for after the employee's anniversary date) are exempted from the accrual requirement for the application process. The maximum amount of compensatory days that may be locked in shall be seven (7) days, (56 hours). The lock-in period is for the following defined calendar year. The calendar year shall be from January 15 to January 14.

In the event an employee chooses to cancel any vacation period, he shall do so no later than thirty-five (35) days prior to the starting date of the scheduled vacation. Upon receipt of a timely scheduled vacation cancellation, the Chief of Police or designee shall cause the posting of the vacated vacation period for five (5) days. During the said five (5) day period, employees may bid, by seniority, on the posted vacation period. The Chief of Police shall then have forty-eight (48) hours to post and notify the most senior employee who shall be awarded the said vacation period

Cancellation of other vacation time shall be subject to Article 48, Waiver in Case of Emergency.

To maintain the integrity of the seniority system, employees may not trade vacation days. If an employee's work assignment, shift or rank changes voluntarily after selections of such time-off periods, he shall re-select the affected days off.

All vacations not applied for following the aforementioned guidelines shall follow the steps in Article 34.

A bargaining unit member shall be permitted to cancel any single day of scheduled, paid time off (Comp Time, Holiday Time, Vacation Time, Personal Time) by submitting, in writing a request that the scheduled, paid day off be cancelled, to the appropriate scheduling authority, at least seven (7) days prior to said day off. To prevent abuse, this will be limited to three (3) occurrences per calendar year. The use of these occurrences shall be tracked in a manner deemed appropriate by the Chief of Police or his designee.

33.5 VACATIONS TO BE TAKEN DURING YEAR AFTER EARNED

Generally vacation leave shall be taken by an employee between the year in which it is accrued and the next anniversary date of employment. The City may permit an employee to accumulate vacation from year to year. This accumulation of vacation time must be approved in advance by the City Manager.

33.6 FULL TIME REQUIREMENT FOR ELIGIBILITY FOR VACATION

Only full time employees will earn or be granted vacation leave.

33.7 WHEN EARNED

Vacation leave is earned while on vacation, sick leave, or compensated time, but is not earned while performing overtime.

Article 44 LONGEVITY PAY PLAN

44.1 SCHEDULE OF LONGEVITY PAYMENTS

Annual longevity payments shall be made during the first pay period of December of each year, in accordance with the longevity pay plan, to all employees who shall have completed at least five (5) years of continuous service with the City of Napoleon, Ohio and who shall be in the employ of the City as of November 30th of the year in which the longevity payment is made. Annual longevity payments shall be based on the years of service of the employee and the amount of payment shall be in accordance with the following:

	<u>Dispatchers</u>	<u>Police</u>
A. After five (5) years of service	\$ 480.00	\$ 600.00
B. After seven (7) years of service	\$ 720.00	\$ 900.00
C. After nine (9) years of service	\$ 960.00	\$1,200.00
D. After eleven (11) years of service	\$1,200.00	\$1,500.00
E. After thirteen (13) years of service ...	\$1,440.00	\$1,800.00
F. After fifteen (15) years of service	\$1,680.00	\$2,100.00
G. After seventeen (17) years of service	\$1,920.00	\$2,400.00
H. After nineteen (19) years of service ..	\$2,160.00	\$2,700.00
I. After twenty-one (21) years of service	\$2,400.00	\$3,000.00

44.2 EFFECTIVE DATE

This schedule is effective November 30, 2010.

44.3 LONGEVITY FREEZE

All new hire employees that are hired by the City of Napoleon, Ohio after December 31, 2007 will be exempt from any longevity payments as set forth above. All longevity for current employees will be frozen at the level they would receive in 2008. Any employee hired by the City of Napoleon, Ohio prior to January 1, 2008 who will obtain their first longevity step during the term of this contract will be frozen at the first level (or 5 year level.)

Article 45 WAGES

45.1 PAY STEPS

All pay steps shall be as set forth below:

Effective December 18, 2017, all pay steps shall be increased by zero percent (0%) increment as follows:

	A 0-1 Yr	A Annual	B 2-3 Yr	B Annual	C 3-4 Yr	C Annual	D 4-5 Yr	D Annual	E 5-6 Yr	E Annual	F 6-7 Yr	F Annual
Dispatcher Field Training	13.95	29016.00										
Dispatcher	15.98	33238.40	17.14	35651.20	18.35	38168.00	19.64	40851.20	20.82	43305.60	21.86	45470.88
Patrol Officer Academy	14.37	29889.60										
Patrol Officer	19.18	39894.40	20.54	42723.20	22.01	45780.80	23.62	49129.60	25.04	52083.20	26.29	54687.36

Effective December 17, 2018, all pay steps shall be increased by one and a half percent (1.5%) increment as follows:

	A 0-1 Yr	A Annual	B 2-3 Yr	B Annual	C 3-4 Yr	C Annual	D 4-5 Yr	D Annual	E 5-6 Yr	E Annual	F 6-7 Yr	F Annual
Dispatcher Field Training	14.16	29452.80										
Dispatcher	16.22	33737.60	17.40	36192.00	18.63	38750.40	19.93	41454.40	21.13	43950.40	22.19	46155.20
Patrol Officer Academy	14.59	30347.20										
Patrol Officer	19.47	40497.60	20.85	43368.00	22.34	46467.20	23.97	49857.60	25.42	52873.60	26.68	55494.40

(Annual rates represent 2,080 hours in active pay status.)

For the purposes of this Section, Detective shall be included within the classification of Patrol Officer.

Employees appointed as Patrol Officer after the signing of this Memorandum of Understanding who do not possess certification from Basic Police School (OPOTA or equivalent) will be will be paid at Patrol Officer Academy Step A.

Employees newly appointed as Patrol Officer after the signing of this Memorandum of Understanding who possess certification from Basic Police School (OPOTA or equivalent) and whose last position held with the employee's last employer was not a law enforcement position will be paid at Patrol Officer Step A.

Employees newly appointed as Patrol Officer after the signing of this Memorandum of Understanding who possess certification from Basic Police School (OPOTA or equivalent) and whose last position held with the employee's last employer was a law enforcement position will be credited with the employee's full years of service in the last position held with the employee's last employer in addition to their service with the City of Napoleon, Ohio for the purposes of determining pay (e.g., If employee's last position before accepting employment with the City was deputy sheriff and the employee served in that position for a full three (3) years, the employee would be paid at Patrol Officer Step C at the time of appointment. When that employee's combined full years of service as deputy sheriff and full years as a City of Napoleon Patrol Officer equals four (4) years, the employee will be paid at Patrol Officer Step D, etc.).

45.2 PROGRESSION IN STEPS

On each employee’s employment anniversary date, each employee, and subject to receiving a satisfactory annual performance review evaluation, on such date, will be increased one step in the pay plan until the maximum grade is reached. Anniversary date shall be defined as that date occurring each year corresponding with that day upon which an employee was appointed by the City of Napoleon to the employee’s current classification.

45.3 CERTIFICATION PAY

Each employee who holds a position in one of the following Certification Areas will get an additional twenty cents (\$0.20) per hour on top of their regular hourly rate of pay for each position they hold, but not to exceed a total of forty cents (\$0.40) per hour.

- Assistant TAC Officer
- TAC Officer
- Warrant Entry Team (WET)

Range Officer and Field Training Officer (FTO) will get an additional twenty cents (\$0.20) per hour when the employee is working in that capacity. Premium for FTO is effective with the execution of this contract.

45.4 DETECTIVE PAY

Employee(s) who work in the Detective Bureau will receive an additional five percent (5%) pay on top of their regular hourly pay and shift differential premiums.

Duration of this Memorandum of Understanding

This Memorandum of Understanding shall continue to have force and effect until the parties agree in writing to terminate this Memorandum of Understanding.

If the City and the NPOA choose to terminate this agreement, the terms of employment outlined herein will remain in effect for any Patrol Officer that was credited with previous law enforcement experience with the Patrol Officer’s last employer under this agreement.

Union President

City Manager

Date Signed

Date Signed

MEMORANDUM OF UNDERSTANDING

Whereas, The City of Napoleon wishes to broaden the pool of applicants for the City of Napoleon Fire Department by allowing employees appointed as a full-time Firefighter/Paramedic after the signing of this Memorandum of Understanding who possess certifications of Ohio Firefighter II and State of Ohio Paramedic and whose last position held with the employee's last employer was a firefighter/paramedic position to utilize full years of service in the fire department position with the employee's last employer for calculation of pay and vacation accrual.

Whereas, the Collective Bargaining Agreement between the City and the Local 3363 International Association of Fire Fighters sets forth pay and vacation leave accrual that are linked to duration of service with the City of Napoleon, Ohio.

Whereas, the City and the Union wish to enter into a memorandum of understanding that will allow for newly appointed full-time Firefighters/Paramedics with firefighter/paramedic experience in their last position held with their last employer to utilize full years of service in the last firefighter/paramedic position with the employee's last employer for calculation of pay and vacation accrual only while still protecting the seniority rights of current Napoleon Firefighters/Paramedics, including but not limited to seniority affecting layoff, recall, overtime assignment, acting time, vacation selection, shift preferences, etc.

Now Therefore be it resolved, effective on the date of execution of this MOU the City of Napoleon and the Local 3363 IAFF agrees to the following:

As used in this Memorandum of Understanding a firefighter/paramedic position shall include a position which required the employee to possess certifications of Ohio Firefighter II and State of Ohio Paramedic and perform duties similar to those assigned a City of Napoleon, Firefighter/Paramedic. For purposes of this Memorandum of Understanding fire chief secretary, administrative assistant, secretary, etc. are not considered firefighter/paramedic positions.

Article 13 SENIORITY AND RELATED MATTERS

13.1 COMPUTATION OF SENIORITY

Except as otherwise specifically provided in this Memorandum of Understanding, seniority shall be computed on an employee's uninterrupted length of continuous service in the City of Napoleon Fire Department. Continuous service shall be broken by; resignation, discharge, retirement, failure to report for work when recalled from layoff in accordance with Article 14 herein, failure to return from an authorized leave of absence in accordance with Article 16 herein, or is absent without leave for one (1) day or more. Employees with the same employment date shall be assigned to the seniority list in order of their ranking on the Civil Service certified eligibility list.

13.2 FIRE FIGHTER TRAINEE

As soon as practicable, all newly hired trainees in the department shall complete the State of Ohio Fire Fighter I & II courses and shall do so prior to becoming a Probationary Fire Fighter. A trainee who has successfully completed the training courses shall be classified as a Fire Fighter Probationary, at which time he shall begin a one (1) year probationary period. The maximum combined trainee and probationary period shall not exceed eighteen (18) months from the date of employment. At any time prior to, during, or at the conclusion of the probationary period, the employee/trainee shall be governed by the provisions of Article 4, Sub-article 4.4 of this Agreement.

13.3 PROBATIONARY PERIOD

Newly appointed Fire Fighters, shall serve a probationary period of one (1) year. Except as otherwise specifically provided in this Memorandum of Understanding, newly appointed Fire Fighters shall have no seniority during their probationary period, but upon completion of the probationary period, their seniority date shall be the original hire date with the City of Napoleon, Ohio. Except as otherwise specifically provided in this Memorandum of Understanding, Fire Fighters who have worked one (1) year shall be known as permanent full-time employees and the probationary period shall be considered as part of their seniority time for the purpose of determining their entitlement to all fringe benefits, and their continuous service date. Unpaid absence from work for any reason shall not be included in calculating an employee's one (1) year probationary period.

13.4 TIME SPENT ON AUTHORIZED UNPAID LEAVE OF ABSENCE OR LAYOFF

Time spent on unpaid leave of absence or lay-off is not to be counted in determining length of service for purposes of seniority, longevity, and other matters where tenure is a factor.

13.5 TIME SPENT ON AUTHORIZED PAID LEAVE OF ABSENCE

Any paid time off, to which an employee is entitled as a matter or right under and in accordance with the applicable provisions of this Agreement, shall be considered as time worked for the purposes of seniority, longevity, and other matters where tenure is a factor.

13.6 US SERA

The provision of US SERA shall supersede Article 13 of this agreement, for personnel serving in the military.

***Article 30* VACATIONS**

30.1 VACATION ENTITLEMENT SCHEDULE

With the exception of employees appointed by the City of Napoleon as Firefighter/Paramedic following the signing of this Memorandum of Understanding who possess certifications of Ohio Firefighter II and State of Ohio Paramedic and whose last position held with the employee's last employer was a firefighter/paramedic position, employees are entitled to vacation with pay after

one (1) year continuous service with the City. The amount of vacation leave to which an employee is entitled is based upon length of service as follows:

Vacation Entitlement Schedule		
<u>Years of Service</u>	<u>Annual Hours</u>	<u>Bi-Weekly Accrual Hours</u>
1 year	48 hours	1.85 hours
2 years to 8 years	120 hours	4.62 hours
9 years to 15 years	192 hours	7.39 hours
16 years and over	240 hours	9.23 hours

Employees appointed by the City of Napoleon as full-time Firefighter/Paramedic following the signing of this Memorandum of Understanding who possess certifications of Ohio Firefighter II and State of Ohio Paramedic and whose last position held with the employee's last employer was a firefighter/paramedic position shall be credited with their full years of service in the last position with the employee's last employer for calculation of vacation accrual purposes. Such service with the previous employer will not be used in the calculation of seniority for vacation scheduling.

Employees appointed by the City of Napoleon as full-time Firefighter/Paramedic following the signing of this Memorandum of Understanding who possess certifications of Ohio Firefighter II and State of Ohio Paramedic and whose last position held with the employee's last employer was a firefighter/paramedic position shall be credited with 48 hours of vacation on date of hire.

30.2 SCHEDULING OF VACATIONS - GENERAL

Twenty-four (24) hour shift employees may schedule their vacations from December 1st to December 31st for the next year by seniority. No request for vacation will be unreasonably denied.

After December 31, vacations will be scheduled on a first-in-line, first-in-time basis, with a minimum ten (10) calendar day notice prior to the scheduled time off. The ten (10) day notice may be waived with the Chief's approval. Vacation requests made after December 31, shall be approved or denied and returned to the employee in seven (7) calendar days.

Vacations shall only be used in twenty-four (24) hour increments. Vacation may be used in smaller increments for education with prior approval of the Fire Chief.

30.3 ACCUMULATION OF UNUSED VACATION TIME

The City may permit an employee to accumulate unused vacation time from year to year; however, no accumulation shall exceed two (2) times the employee's eligible hours. Vacation will be paid down to the maximum balance of two (2) times the employee's eligible hours, the first pay period following the employee's anniversary date.

30.4 LUMP SUM PAYMENT OF VACATION

Any employee shall be permitted to receive cash payment for any accumulated vacation time upon a twenty-eight (28) day notice to payroll in minimum blocks of eight (8) hours or less if the ending balance is zero. (Refer to Article 22 for vacation payout upon termination).

Article 39 WAGES

39.1 PAY STEPS

A. All pay steps shall be as set forth below:

Effective January 1, 2018

	A	B	C	D	E	F
Current Base Annual	38,357.53	41,326.01	44,585.53	48,019.66	51,482.90	0.00
2018 Base Annual 0%	38,357.53	41,326.01	44,585.53	48,019.66	51,482.90	54,829.29
2019 Base Annual 0%	38,357.53	41,326.01	44,585.53	48,019.66	51,482.90	54,829.29

B. Each employee, on the employee's employment anniversary date, will be increased one (1) step in the above pay step plan, until the maximum pay step (E) is reached. "Anniversary date" shall be defined as that date occurring each year corresponding with the day upon which the employee was appointed by the City of Napoleon to the employee's current classification.

C. Employee compensation will be computed based upon 2600 hours of work divided equally into twenty-six (26) bi-weekly pay periods per annum, subject to the provisions of Article 23, Sub- article 23.1 and Article 24, Sub-article 24.1 of this Agreement, and in accordance with the following:

TOTAL: 100 hours regular straight time

TOTAL BI-WEEKLY PAY: 100 hours straight time pay

D. All employees that have attained the level of Paramedic with the State of Ohio Certification shall receive an additional \$2000.00 divided equally across all pay periods as long as said members maintain that level of Certification, and serve the department as a paramedic. Copies of such Certification shall be maintained on file with the Fire Chief and Human Resources Department of the City.

E. Captains shall be paid in accordance with Article 39.3

F. Employees newly appointed as Firefighter/Paramedic after the signing of this Memorandum of Understanding who possess certifications of Ohio Firefighter II and State of Ohio Paramedic and whose last position held with the employee's last employer was a firefighter/paramedic position will be credited with the employee's full years of service in the last position held with the employee's last employer in addition to their service with the City of Napoleon, Ohio for the purposes of determining pay (e.g., If employee's last position before accepting employment with the City was firefighter/paramedic and the employee served in that position for a full three (3) years, the employee would be paid at

Step C at the time of appointment. When that employee's combined full years of service as firefighter/paramedic and full years as a City of Napoleon Firefighter/Paramedic equals four (4) years, the employee will be paid at Step D, etc.).

Section 39.2 ADJUSTED SCHEDULES AND RATES

When it is deemed necessary for an employee to adjust his schedule to a forty (40) hour work week (i.e. education, etc.), the adjusted rate shall result in no loss in pay while the employee is on the 40 hour work week.

Section 39.3 CAPTAIN

A Captain, upon appointment, will receive 5% additional compensation based on his respective firefighter pay step in the contract while on probation. A Captain will receive a total of 10% additional compensation based on his respective firefighter pay step in the contract upon successful completion of probation.

Duration of this Memorandum of Understanding

This Memorandum of Understanding shall continue to have force and effect until the parties agree in writing to terminate this Memorandum of Understanding.

If the City and the Local 3363 IAF choose to terminate this agreement, the terms of employment outlined herein will remain in effect for any Firefighter/Paramedic that was credited with previous firefighter/paramedic experience with the Firefighter/Paramedic's last employer under this agreement.

Union President

City Manager

Date Signed

Date Signed

ELIZABETH A WARD
DENNIS WARD
620 FOURTH ST
NAPOLEON, OH 43545

368

56-7085/2412

1-14-19

Date

 CHECK ARMOR
TRADE PROTECTION

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Order of

Napoleon Police Department

\$ 50.00 ⁰⁰/₁₀₀

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Dollars



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FIRST FEDERAL
BANK
NAPOLEON, OH 43545

For "Drug Dog"

Elizabeth A. Ward MP



**2019
APPA LEGISLATIVE RALLY
WASHINGTON, D.C.**

FEB. 25-27, 2019

**AMP/OMEA GROUP
REGISTRATION PACKET**

APPA LEGISLATIVE RALLY

Public power officials from across the country attend the APPA Legislative Rally to show our strength to federal policymakers. The 2019 APPA Legislative Rally on Feb. 25–27 in Washington, D.C. is your chance to let congressional policymakers hear from their public power constituents directly. Members should have received APPA's informal brochure and registration. Details of the AMP/OMEA group activities schedule, travel information and alternate hotel contacts are included below.

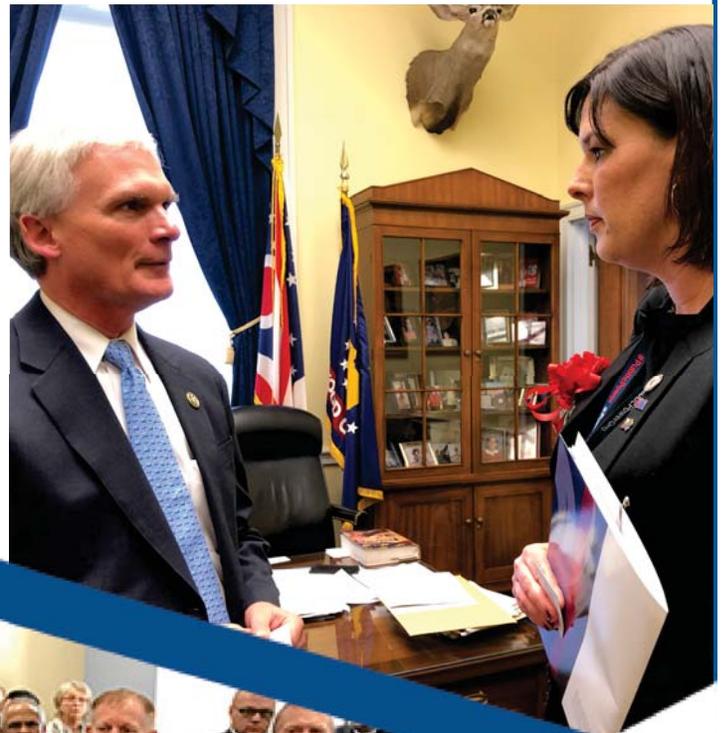
You are the best advocate and resource on Capitol Hill to explain how federal legislation and regulation impact communities in the real world. Among the policies to discuss will be rising transmission costs, the continued effects of sequestration and FCC regulation of pole attachments.

Due to incredible participation by AMP/OMEA members in the past, we request that you complete the enclosed AMP/OMEA group registration form and promptly return it so we can arrange logistics and relevant legislative meetings. (Note: This form does not replace the APPA registration, which is required for their records.)

We have begun contacting congressional offices to secure time with the legislators and will share meeting schedules once finalized. Most legislative meeting times will not be confirmed until closer to the event dates.

JOIN US IN D.C.

We strongly encourage members to attend as part of the AMP/OMEA group, including members from all AMP footprint states. AMP and OMEA regularly have one of the largest delegations in attendance and proudly make our presence known on Capitol Hill.



CONTACT

Jolene Thompson

*AMP Executive Vice President of
Member Services and External Affairs
OMEA Executive Director*

614.540.0992 jthompson@amppartners.org

Michael Beirne

Vice President of External Affairs

614.540.0835 mbeirne@amppartners.org

Charles Willoughby

Director of Government Affairs

614.205.2087 cwilloughby@amppartners.org

SCHEDULE OF EVENTS

AMP/OMEA does not charge a registration fee for our specific group activities. (APPA registration fees are \$375 and cover the Monday Welcoming Reception, Tuesday lunch, Wednesday breakfast, materials and meeting space.)

MONDAY, FEB. 25

5:30 – 7:00 p.m.

APPA Welcoming Reception

7:00 p.m.

AMP/OMEA post reception gathering

TUESDAY, FEB. 26

7:30 a.m.

AMP/OMEA Group Breakfast with review of L&R voting positions; Hill visit logistics, brief issues

9:00 a.m.

APPA Legislative & Resolutions Committee

Ongoing

Congressional visits

Noon – 1:30 p.m.

APPA L&R Luncheon

TUESDAY, FEB. 26 CONT'D

Ongoing

Congressional visits

4:30 – 6:00 p.m.

OMEA Board of Directors Meeting

6:30 p.m.

AMP/OMEA group dinner

WEDNESDAY, FEB. 27

7:30 a.m.

APPA Legislative Rally
Breakfast

Ongoing

Congressional visits

AMP/OMEA 2019 LEGISLATIVE RALLY ISSUES OF FOCUS

NOTES

Staff are beginning the process of scheduling Congressional office appointments and will issue updates.

Staff will try to wrap up any Wednesday meetings by 4 p.m., allowing for early evening departures.

- Rising transmission costs
- Continued effects of sequestration
- FCC regulation of pole attachments

2019 REGISTRATION FORM

Name: _____ Title: _____

AMP/OMEA community: _____

Email: _____ Cell phone: _____

Please indicate your expected arrival and departure dates and times:

Arrival date and time: _____

Departure date and time: _____

Are you traveling with other public power officials from your community or area?
(If so, please list below)

Are you bringing your spouse or children? Do you or they have any special dietary needs?
(If so, please list below)

Monday dinner Yes___ No___

Tuesday dinner Yes___ No___

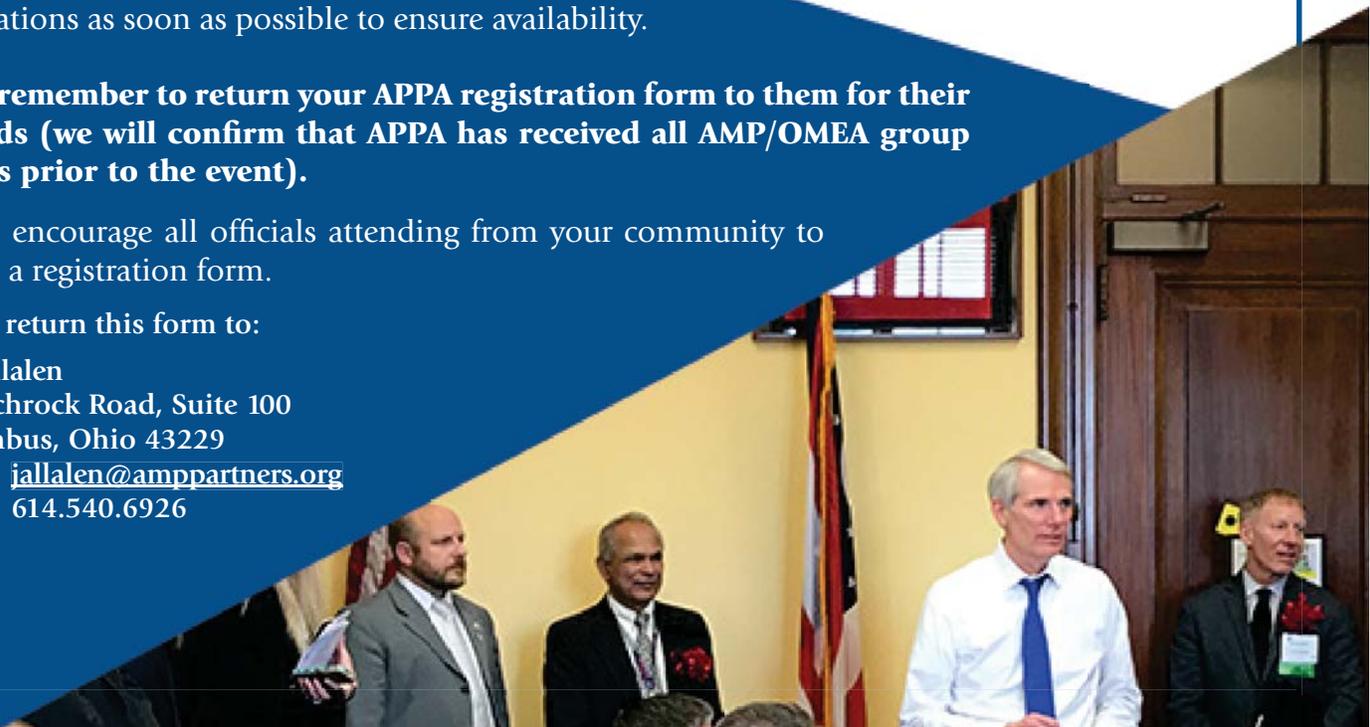
We encourage you to make your room and travel reservations as soon as possible to ensure availability.

Also, remember to return your APPA registration form to them for their records (we will confirm that APPA has received all AMP/OMEA group names prior to the event).

Please encourage all officials attending from your community to return a registration form.

Please return this form to:

Jodi Allalen
1111 Schrock Road, Suite 100
Columbus, Ohio 43229
Email: jallalen@amppartners.org
Fax: 614.540.6926



TRAVEL INFORMATION

AIRPORT INFORMATION

Ronald Reagan National Airport (DCA) www.mwaa.com/reagan

Ronald Reagan National Airport is approximately a 15-minute cab ride from Capitol Hill. Visit www.mwaa.com for additional ground transportation options.

Baltimore Washington Airport (BWI) www.bwiairport.com

Baltimore Washington Airport is located approximately one hour from Capitol Hill. Ground transportation options are available at www.bwiairport.com.

Washington Dulles International Airport (IAD) www.mwaa.com/dulles

Washington Dulles is approximately one hour from Capitol Hill. Ground transportation options, visit www.mwaa.com.

HOTEL ACCOMMODATIONS

This year's APPA Rally will be held at the Mayflower Hotel, 1127 Connecticut Ave. NW, which is within a short cab ride to and from Ronald Reagan National Airport and Capitol Hill. Please note that the room block for the Mayflower Hotel is sold out. Contact information for nearby hotel options is listed below.

Capital Hilton

1001 16th St. NW
Washington, D.C. 20036
Phone: 202.393.1000
Distance to the Mayflower:
0.3 miles (6 min walk)

Loews Madison Hotel

1177 15th St. NW
Washington, D.C. 20005
Phone: 202.862.1600
Distance to the Mayflower:
0.4 miles (7 min walk)

Renaissance

Washington DC Dupont Circle Hotel

1143 New Hampshire Ave. NW
Washington, D.C. 20037
Phone: 202.775.0800
Distance to the Mayflower:
0.5 miles (10 min walk)



www.amppartners.org



Napoleon Master Plan Update



Community Forum and Visioning Session
January 17, 2018





Introductions

Discussion Items

- * Project Team
- * Project Approach
- * Community Survey Results
- * Planning Conditions
- * Visioning Survey
- * Questions





Project Team



- * Established in 1998; BG Ohio
- * Consortium approach; Umbrella of professionals that specialize in making the built environment more prosperous and enjoyable.
- * Authored over 25 plans; familiar with NW Ohio “culture”
- * Understand Napoleon / Henry County
- * Certified Veteran’s Owned Business



Project Approach

- I. Community Outreach Phase
- II. Planning Conditions Phase
- III. Strategies Phase
- IV. Implementation Phase
- V. Plan Approval Phase



Community Outreach

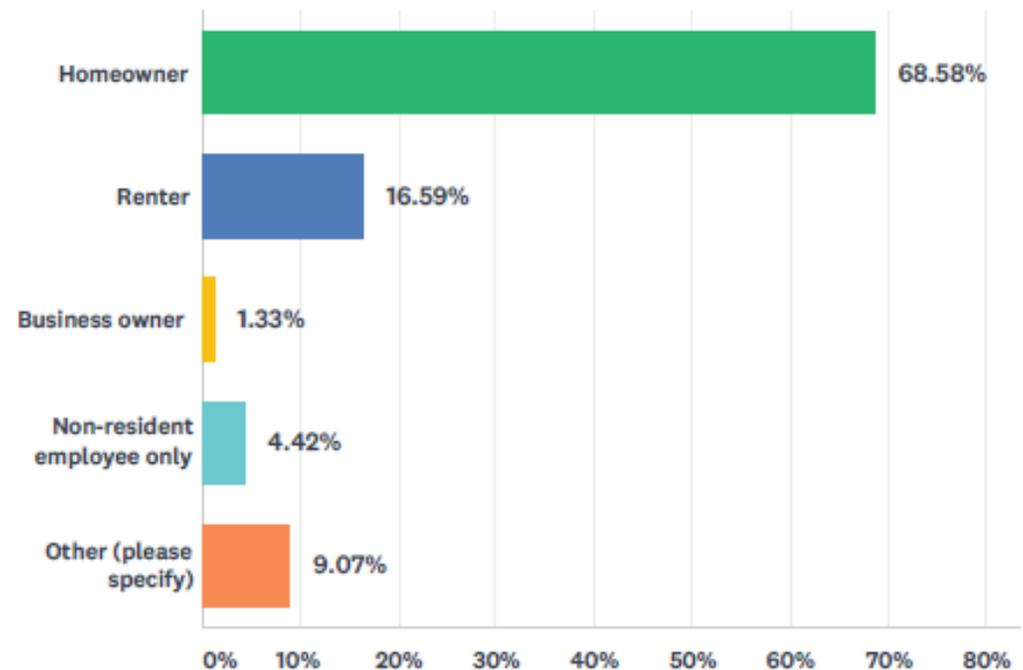


- * Project Stakeholder Meeting- Refine Approach / SWOT
- * Community Surveys (Printed / Online)
 - * Response rate to date: Over 500 participants
- * Stakeholder and Department Interviews
- * Community Forum
 - * Utilizing interactive voting systems
- * City Council Public Hearings



Community Survey Results

- * Survey: 17 questions
- * Deployed June 2018
- * As of January 2019: 502 Participants completed the survey
- * Survey will remain open until February 2019
- * Responses will be used to generate strategies

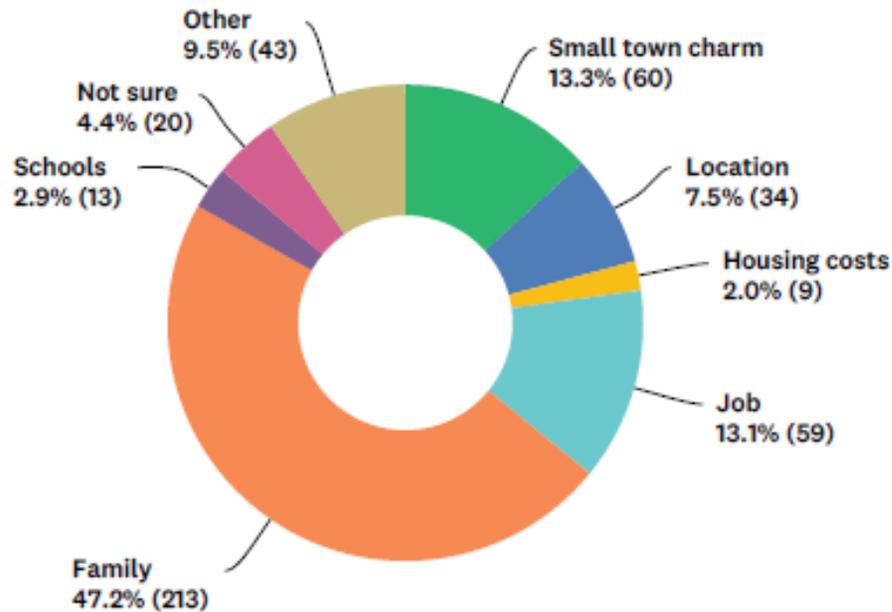


I am a city???

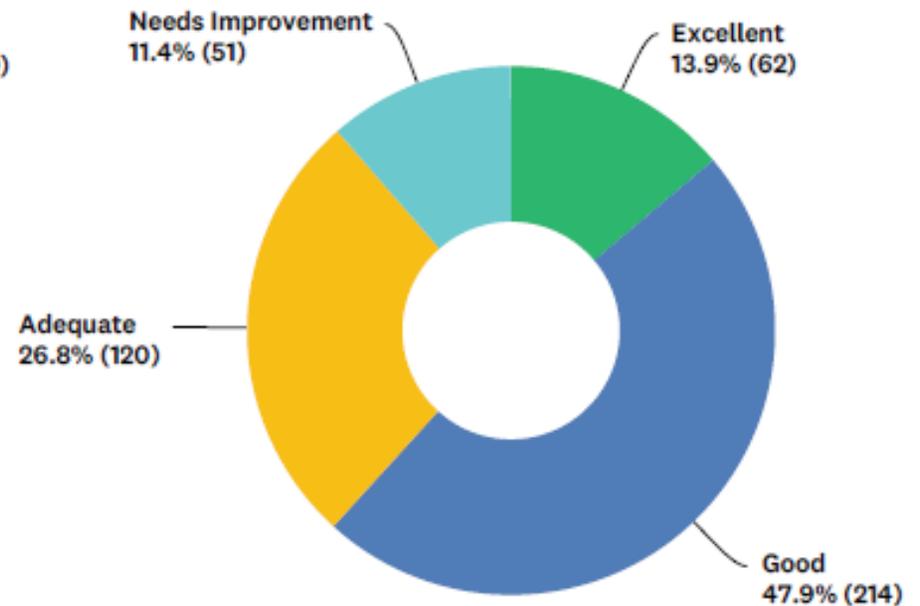


Community Survey Results

Why do you live here?

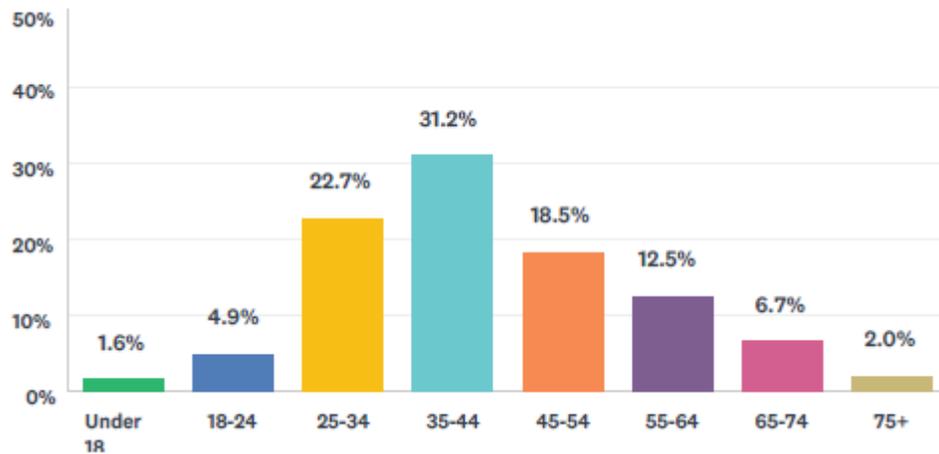


Rate the quality of life?

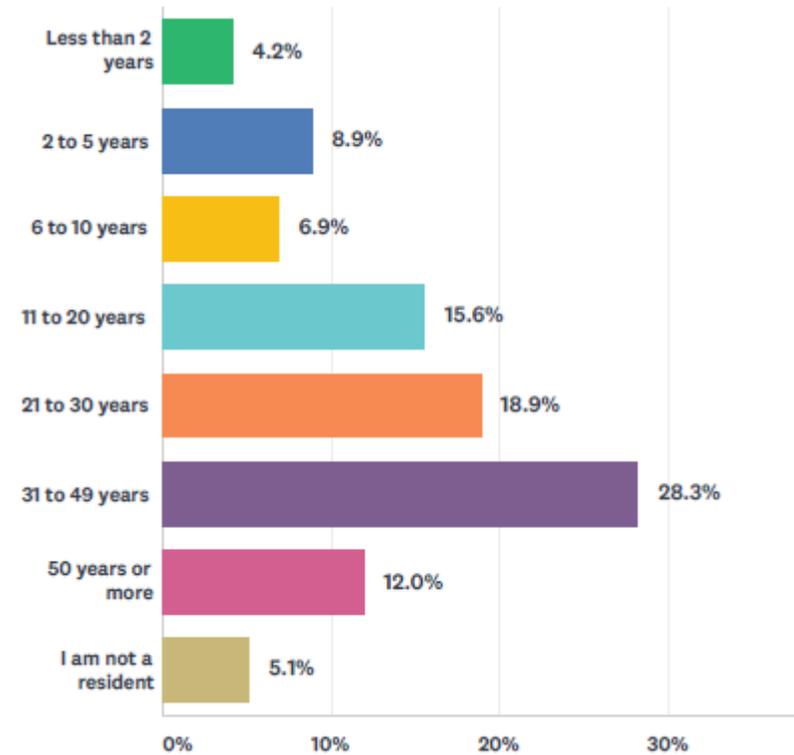




Community Survey Results



Age of Respondent



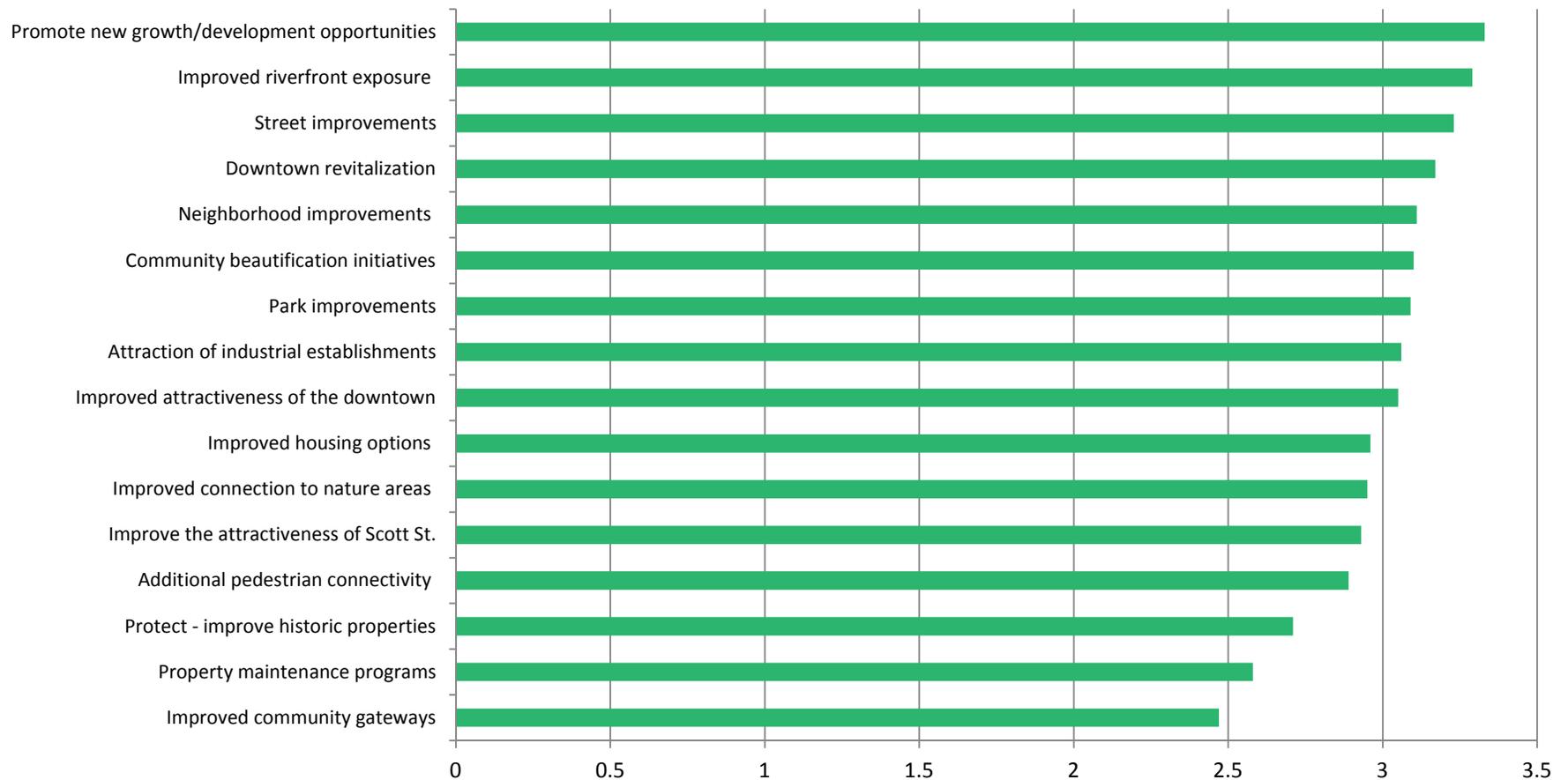
Length of residency

Other notable demographics:

- ☑ 70% female – 30% male
- ☑ 41% worked in Napoleon, 28% outside of Henry County

Community Survey Results

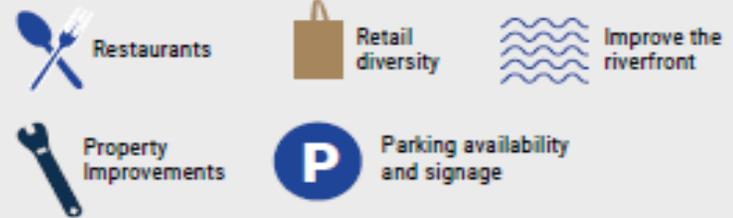
Rate your support for the following activities: Circle your choice from: 1 (no priority) to 4 (high priority).



If you could improve one area of the community, where would it be?



If you could make one improvement to the downtown, what would it be?



What other businesses or community programs/services are needed in Napoleon?



What land uses would you like to see expanded in the community?

Closer to 1 means in favor of that land use type.



Please list any specific transportation issues or roadway intersections/sections that are problematic?



What is your biggest concern about the future of this community?

Lack of growth

Improving community amenities, services and "attractiveness"

Retaining small businesses, jobs and young adults

Residential - Single Family

Utility costs

Drugs



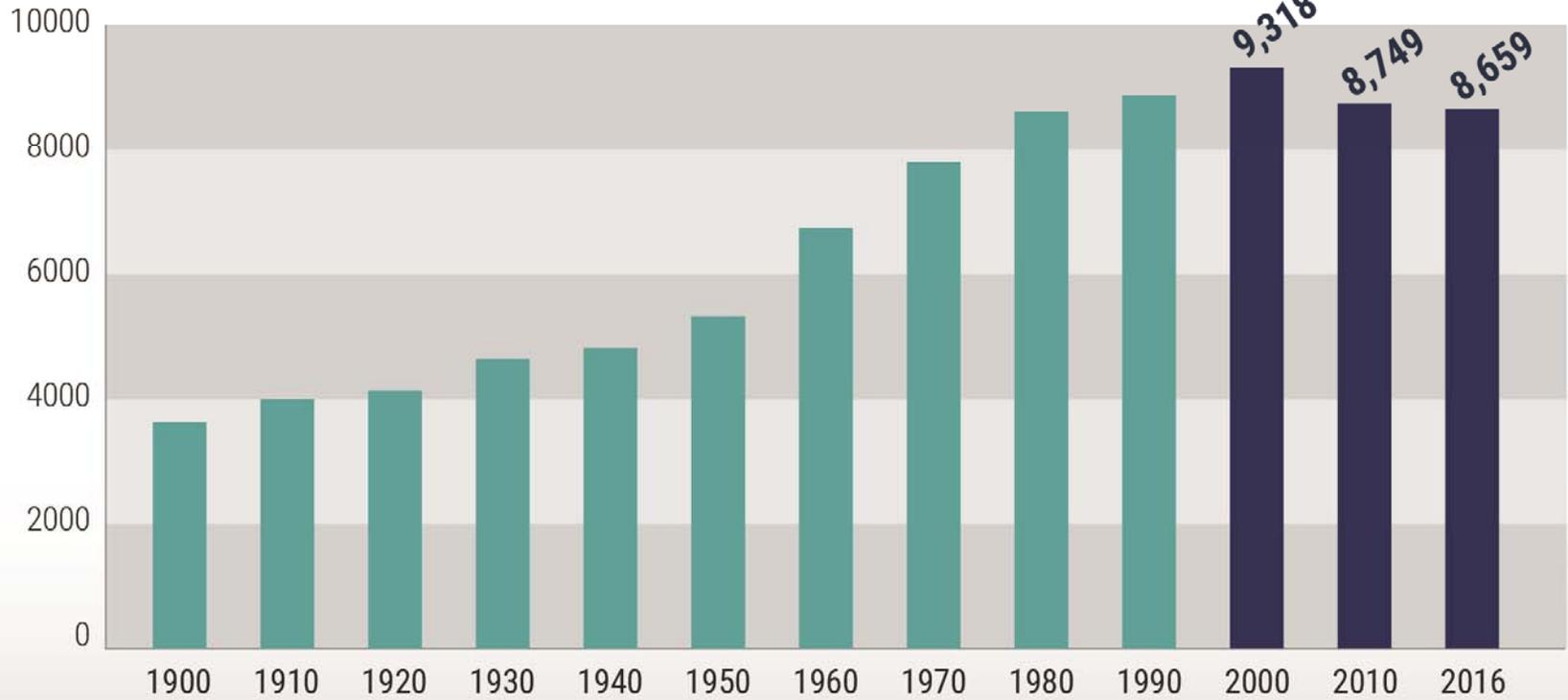
Planning Conditions

- * Review of Existing Regulations / Plans, Planning Initiatives, NRC Survey (2016), and Community “Drama”
- * Population and Demographics
- * Community Services and Facilities
- * Neighborhoods
- * Economic Development
- * Infrastructure
- * Transportation and Connectivity
- * Land Use, Community Design, and Sustainability



POPULATION

Population Trends, 1900–2000

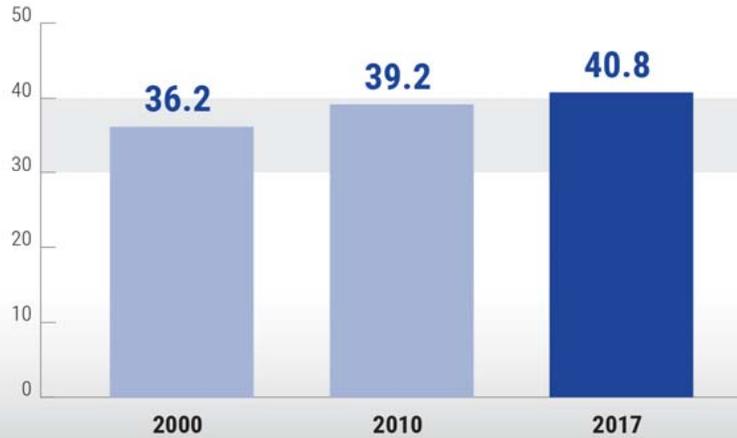


Source: US Census, American Community Survey, 2012–2016



AGE

Change in Median Age, 2000–2017



Planning Conditions: Demographics



AGE

Age Characteristics, 2000–2017

	2000	2010	2017
Total Population	9,318	8,501	8,646
Under 18	2,403	1,965	1,872
18–34	2,495	1,983	1,909
35–44	1,361	861	1,112
45–64	1,949	2,171	2,045
65 and over	1,500	1,521	1,708
Percent of Total	100	100	100
Under 18	25.8%	23.1%	21.7%
18–34	26.8%	23.3%	22.1%
35–44	14.6%	10.1%	12.9%
45–64	20.9%	25.5%	23.7%
65 and over	16.1%	17.9%	19.8%

Uptick in young families / professionals

Planning Conditions: Demographics

Economic Snapshot, 2012–2016

	Napoleon	Defiance	Wauseon	Bryan
Per Capita Income	\$25,486	\$23,883	\$22,434	\$21,939
Median Household Income	\$45,417	\$43,855	\$48,750	\$34,490
% of Households over \$200K	2.7%	2.0%	0.8%	0.8%
Families below Poverty	11.5%	15.7%	13.1%	9.6%
% of Workforce Working Out of County of Residence	38.8%	26.4%	28.2%	19.5%
% of Residents with Graduate Degrees	6.2%	6.2%	4.5%	4.3%
Median Year Housing Structure Built	1964	1960	1963	1961

Source: US Census, American Community Survey, 2012–2016

Existing Land Use, 2018

Planning Conditions:
Land Uses



33%

Residential



23%

Public /
Institutional



20%

Agricultural
/ Vacant



17%

Commercial



8%

Industrial

Property Valuation by Land Use, 2018



Agricultural



Commercial



Industrial



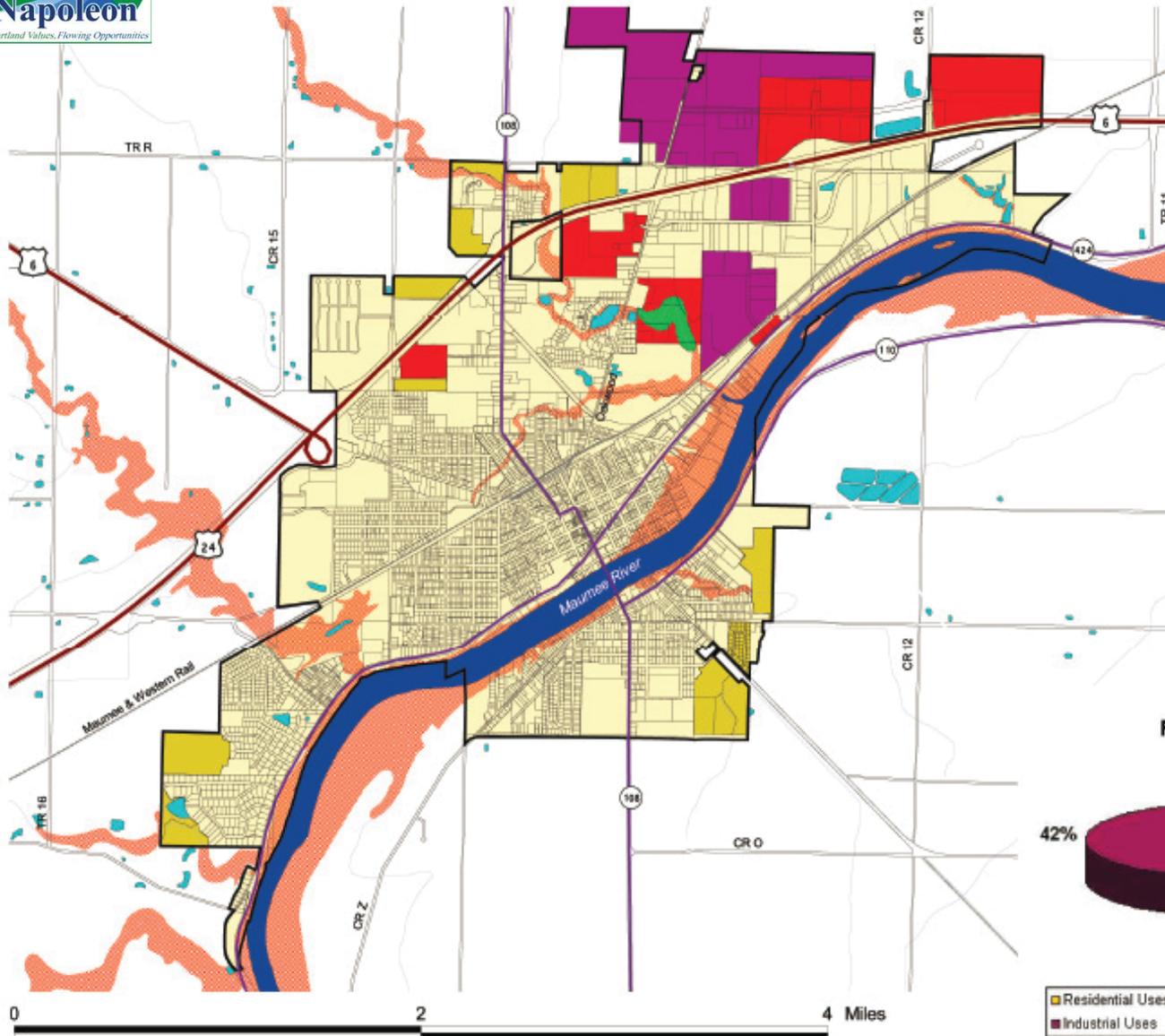
Residential

	Agricultural	Commercial	Industrial	Residential
Total Value	\$677,350	\$28,135,060	\$9,948,810	\$110,520,860
Total Acreage	682	573	273	1,118
Per Acre Value	\$993	\$49,101	\$36,443	\$98,856

Source: 2018 DTE 93, Henry County Auditor



Planning Conditions: Existing Plans



0 2 4 Miles

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

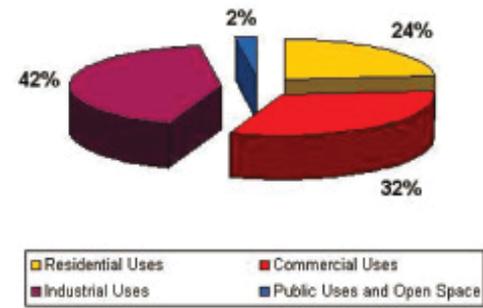


Henry County

Legend

- US Highways
- State Highways
- Local Streets (and/or ROW)
- Rail
- Corp Limits
- Maumee River
- Hydrography-Ditches
- Ponds & Open Water
- Napoleon Parcels
- Future Residential
- Future Commercial
- Future Industrial
- Proposed Green Space
- Floodplains
- Developed-Currently Utilized Lands

Future Land Uses



The City of Napoleon Comprehensive Plan, 2008

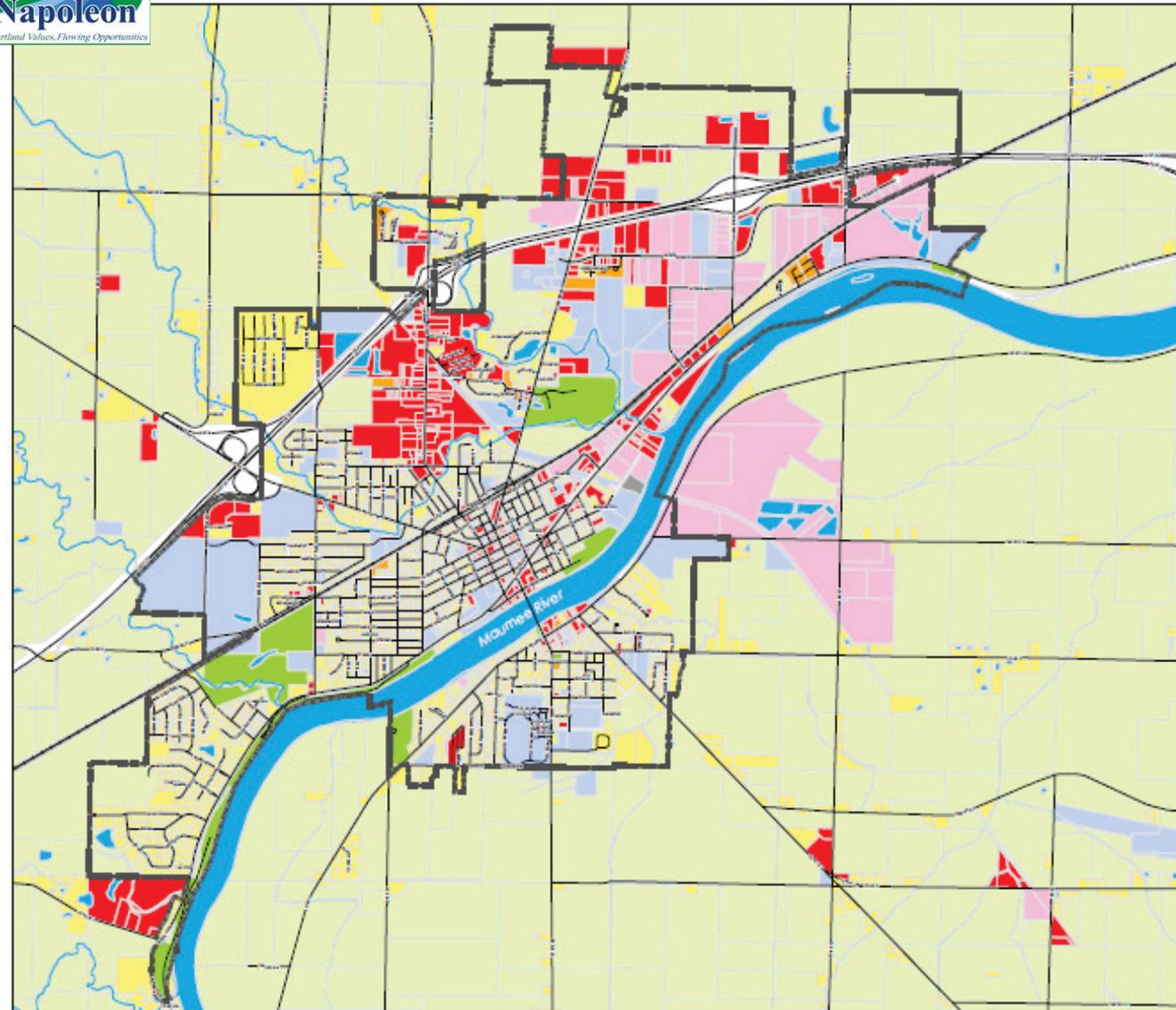
Future Land Use



Planning Conditions: Existing Land Use

City of Napoleon Master Plan

Existing Land Use



0 0.25 0.5 1 1.5 2 Miles

Source: Henry County Auditor, Engineer, Napoleon, Reville

Legend

- Napoleon Corp Boundary
- Streets
- Railroads
- Maumee River / Ponds / Hydrography
- Parks
- Agriculture / Vacant
- Industrial
- Commercial
- Multi-Family Apartments
- Residential
- Public / Institutional
- Utility

Note: Land Uses as determined by the landowner and County Auditor for tax purposes.

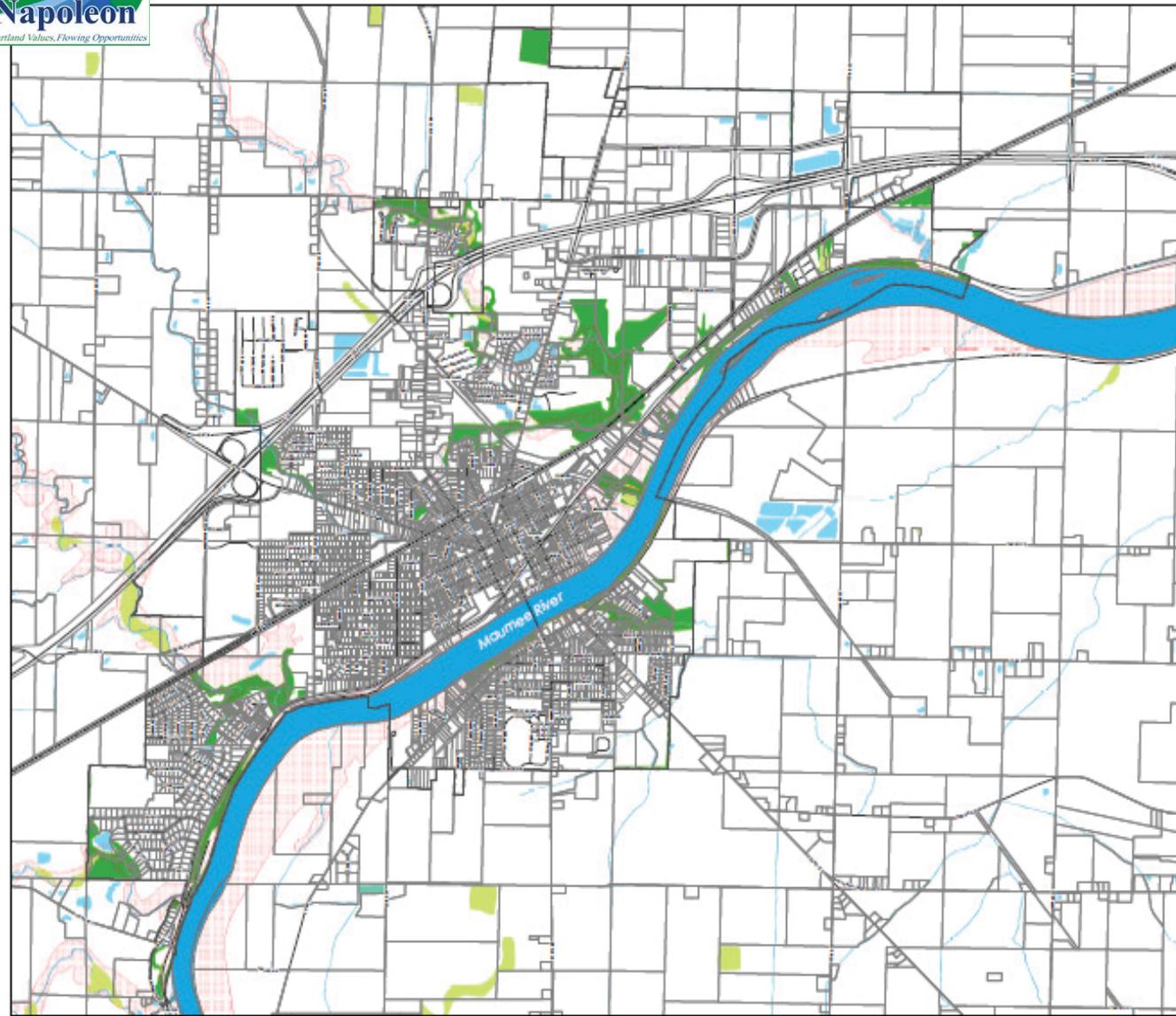




Planning Conditions: Environmental Conditions

City of Napoleon Master Plan

Environmental Conditions



0 0.25 0.5 1 1.5 2 Miles

Source: Henry County Auditor, Engineer, Napoleon, US FWS.

Legend

- Napoleon Corp Boundary
- Parcels
- Streets
- Railroads
- Maumee River
- Floodplains

Surface Water / Wetland Type

- Emergent Wetland
- Forested/Shrub Wetland
- Pond
- Creek / Hydrography
- Woodlands





Planning Conditions: Zoning

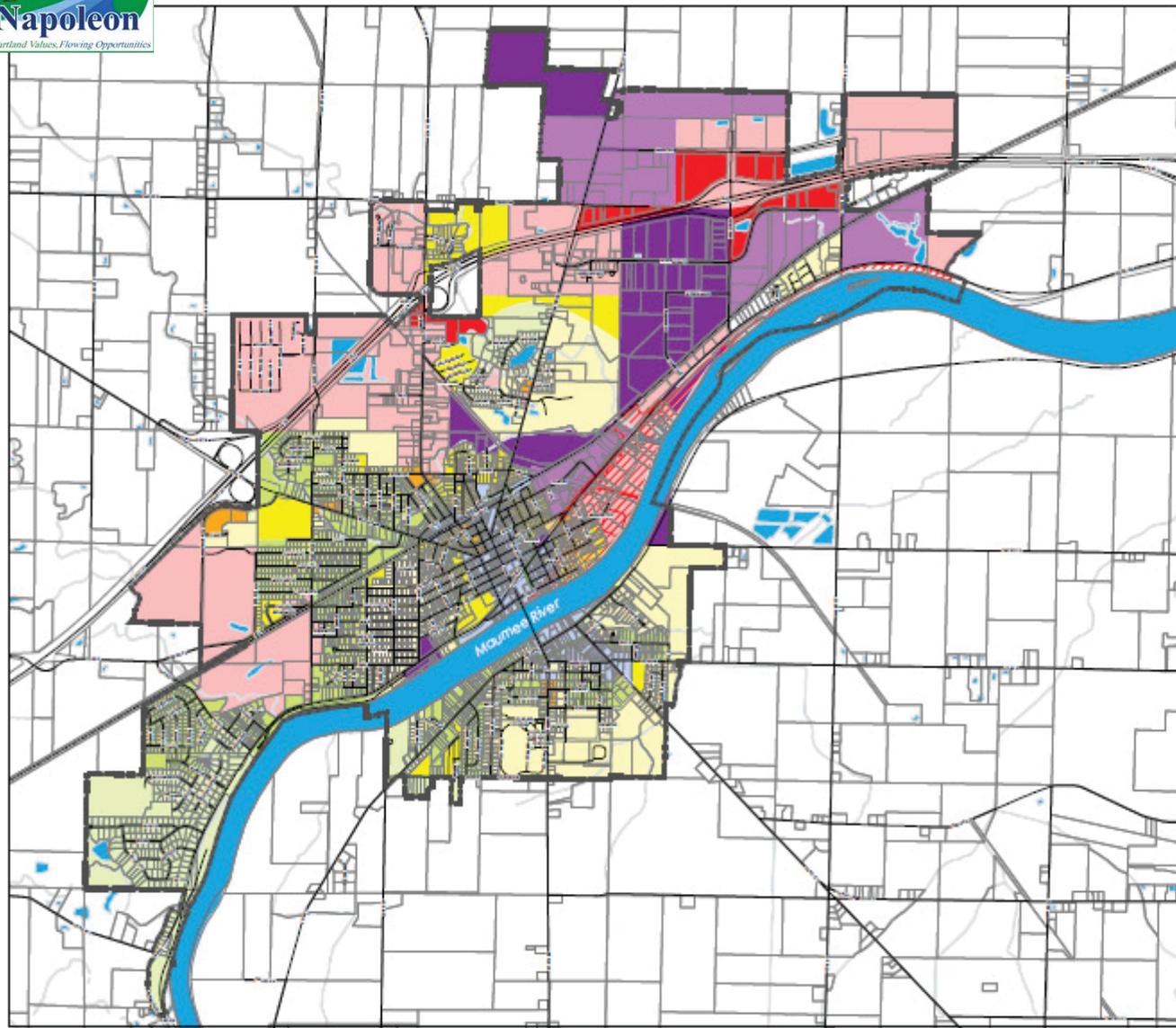
City of Napoleon Master Plan

Zoning



Legend

-  Napoleon Corp Boundary
-  Streets
-  Parcels
-  Railroads
-  Maumee River / Ponds / Hydrography
-  R1 - Suburban Residential District
-  R2 - Low Density Residential District
-  R3 - Moderate Density Residential District
-  R4 - High Density Residential District
-  C1 - General Commercial District
-  C2 - Community Commercial District
-  C3 - Local Commercial District
-  C4 - Planned Commercial District
-  C5 - Highway Commercial District
-  I1 - Enclosed Industrial District
-  I2 - Open Industrial District
-  FP - Floodplain District
-  POD - Preservation Overlay District



0 0.25 0.5 1 1.5 2 Miles

Source: Henry County Auditor, Engineer, Napoleon, Reville

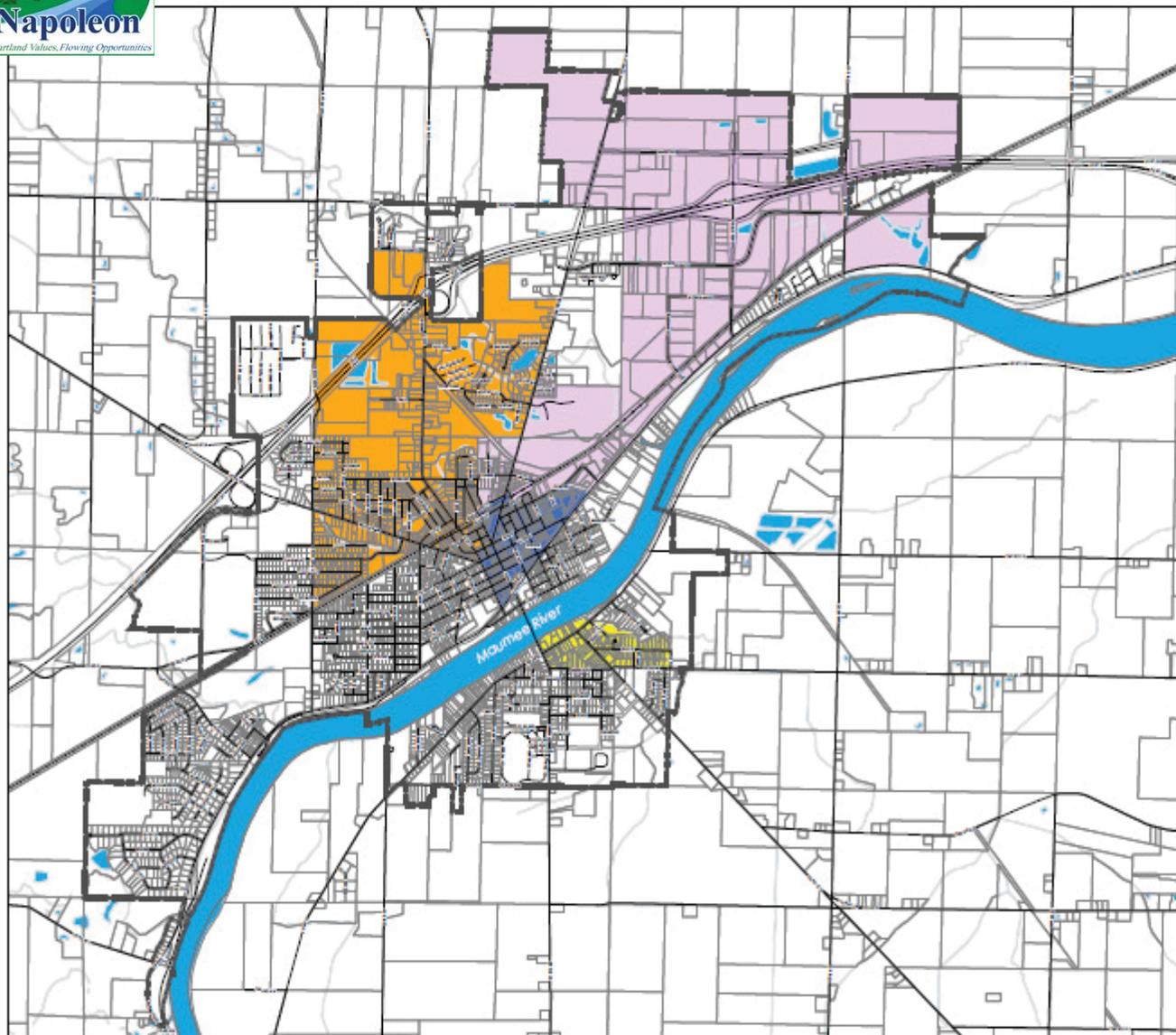




Planning Conditions: Economic Incentives

City of Napoleon Master Plan

Economic Incentive Areas



0 0.25 0.5 1 1.5 2 Miles

Source: Henry County Auditor, Engineer, Napoleon, Reveille

Legend

- Napoleon Corp Boundary
- Streets
- Parcels
- Railroads
- Maumee River / Ponds / Hydrography
- CRA 2 (Pre-94)
- CRA 6
- CRA 7
- CRA 8

Note: All areas in the city are part of Enterprise Zone #123 that provides for commercial and industrial property improvements contingent upon approval by the Henry County Commissioners.

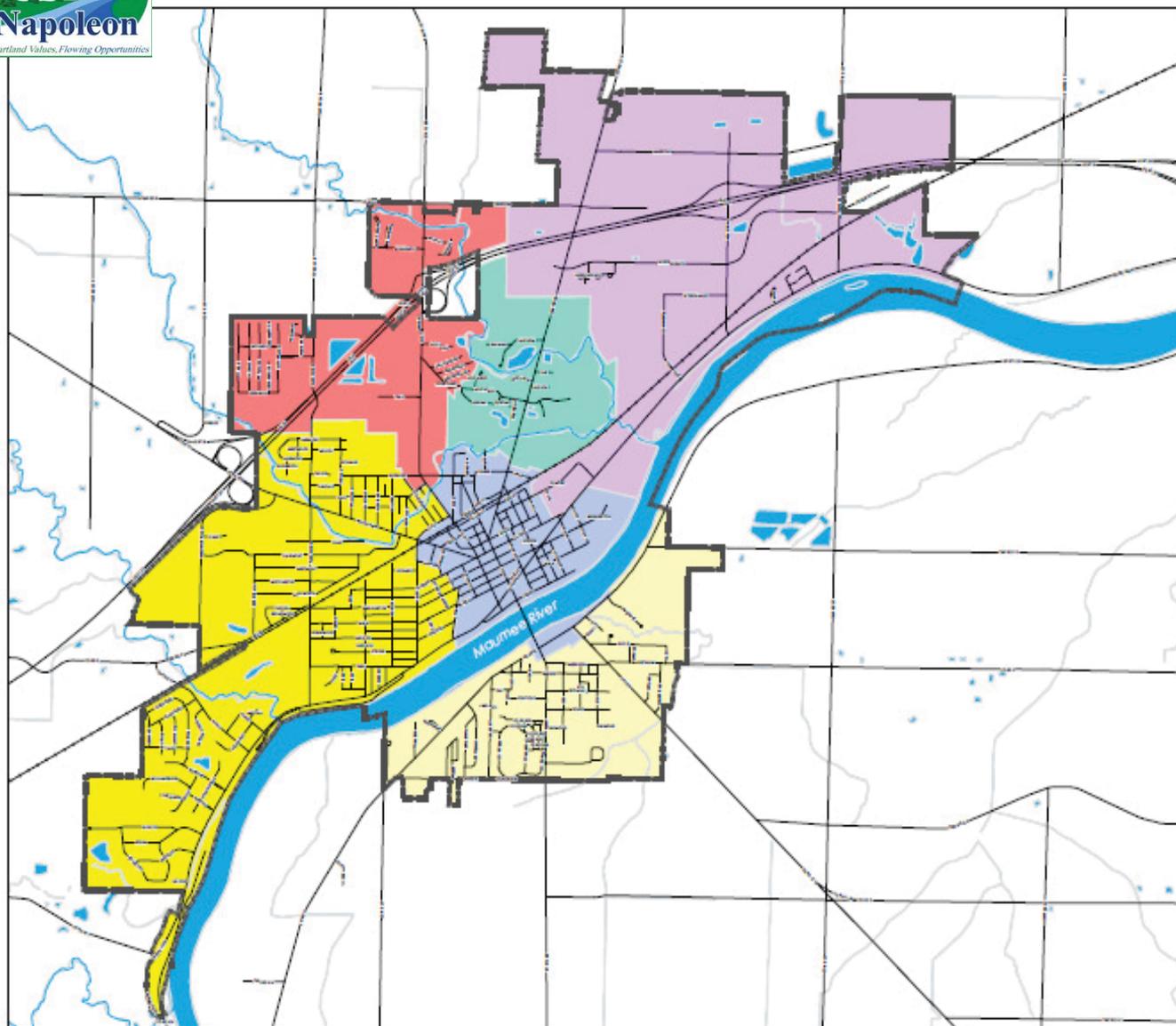




Planning Conditions: Planning Areas

City of Napoleon Master Plan

Planning Areas



Legend

- Napoleon Corp Boundary
- Streets
- Railroads
- Maumee River / Ponds / Hydrography

Planning Areas

- US 24 Commerce Planning Area
- Oakwood Planning Area
- Scott Street Corridor Planning Area
- Glenwood Planning Area
- South River Planning Area
- Downtown Planning Area



Source: Henry County Auditor, Engineer, Napoleon, Reveille





Planning Conditions

Where has the city come from??

What Plan recommendations have been completed?

If not, why not?

- ➔ Funding?
- ➔ Lack of direction?
- ➔ Not realistic?

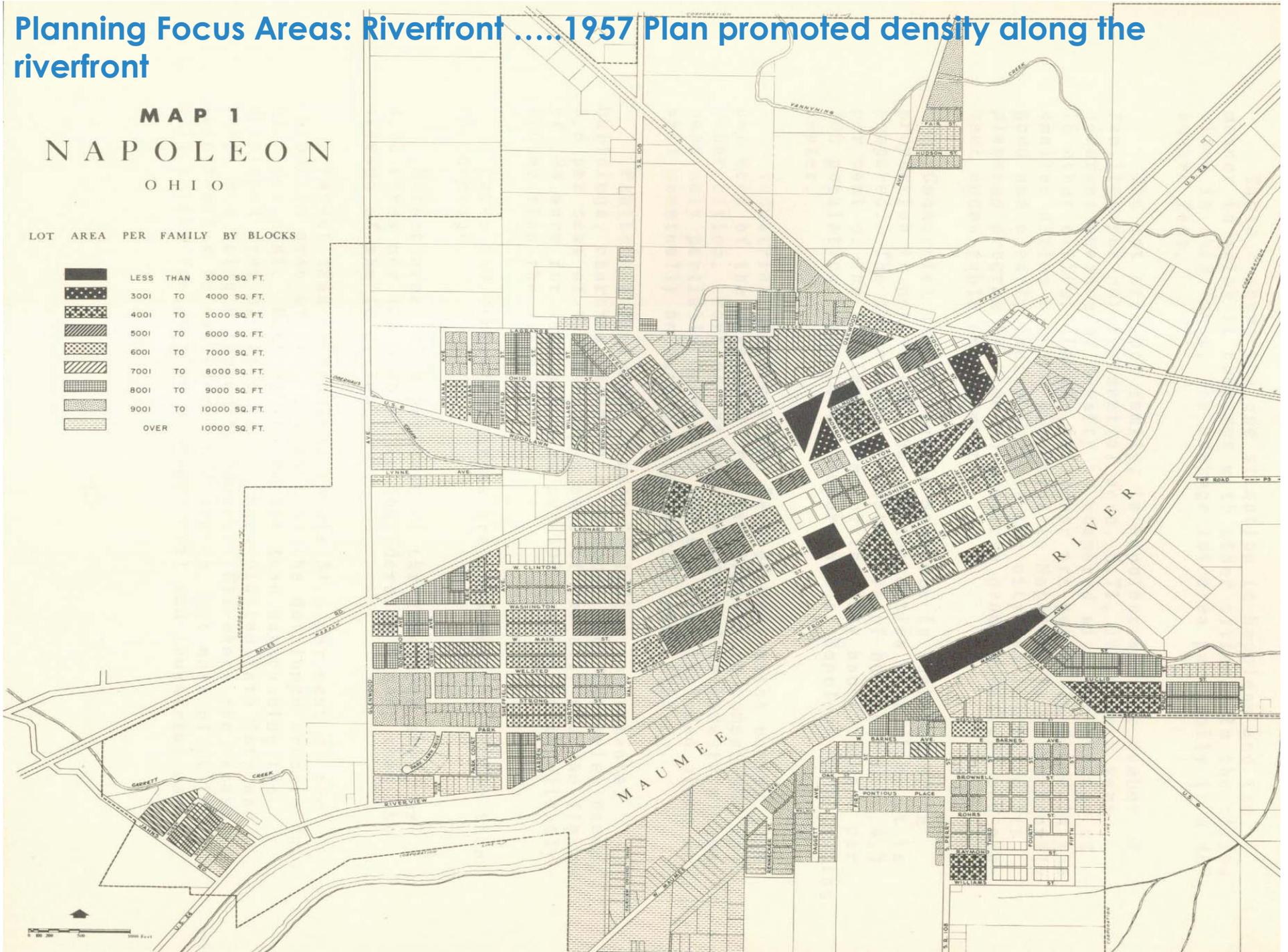
Is the strategy still relevant?

Planning Focus Areas: Riverfront 1957 Plan promoted density along the riverfront

MAP 1 NAPOLEON OHIO

LOT AREA PER FAMILY BY BLOCKS

	LESS THAN	3000 SQ. FT.
	3001 TO	4000 SQ. FT.
	4001 TO	5000 SQ. FT.
	5001 TO	6000 SQ. FT.
	6001 TO	7000 SQ. FT.
	7001 TO	8000 SQ. FT.
	8001 TO	9000 SQ. FT.
	9001 TO	10000 SQ. FT.
	OVER	10000 SQ. FT.





Planning Focus Areas: Riverfrontvast opportunities exist to expose the riverfront, promote density and downtown patronage, and increase property valuation.

Riverfront Opportunities?



Riverfront Opportunities?



Planning Focus Areas: Connecting the Dots....Expose the Riverfront



Planning Focus Areas: Downtown Renewal



Continued Downtown Renewal....

- Connect the spaces between the places..
- Encourage upper floor uses
- Link to the underutilized riverfront
- Build on current momentum

Planning Focus Areas: Neighborhood Revitalization



Economic Growth is linked to Housing and Neighborhood Revitalization.



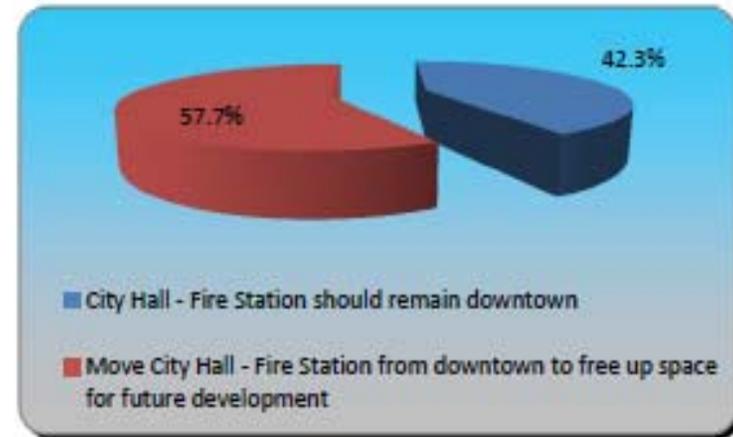
You cannot have one without the other.



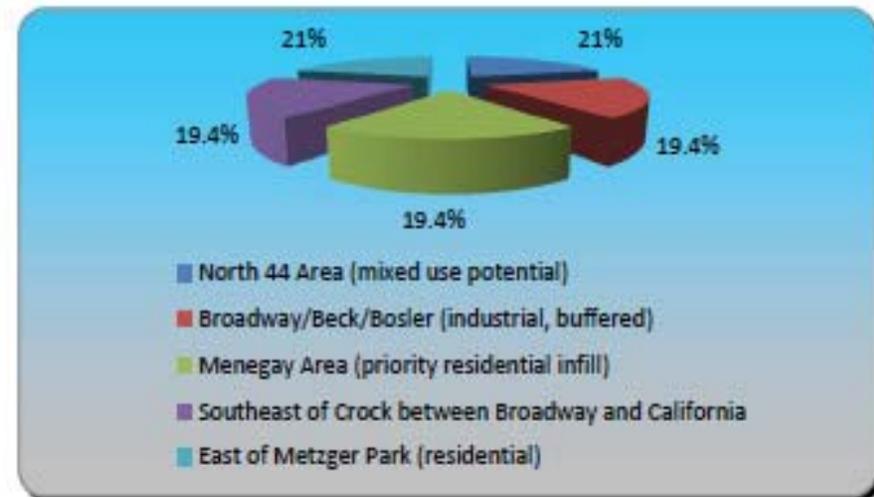
Strategies Phase

<u>8.) Which statement do you agree with most?</u>	<u>Responses</u>
City Hall - Fire Station should remain downtown	42.31%
Move City Hall - Fire Station from downtown to free up space for future development	57.69%
Totals	100%

Plan strategies will be developed using information gathered from tonight's session



<u>9.) Specific areas around the community have been targeted as growth areas. With the exception of infill areas, resources will be needed to develop them in the future. Rank these growth areas.</u>	<u>Responses</u>
North 44 Area (mixed use potential)	20.97%
Broadway/Beck/Bosler (industrial, buffered)	19.35%
Menegay Area (priority residential infill)	19.35%
Southeast of Crock between Broadway and California	19.35%
East of Metzger Park (residential)	20.97%
Totals	100%





Implementation Phase

SECTION	OBJECTIVE	City Council	Planning Commission	Parks And Recreation Dept.	Engineering Dept.	Operations Dept. & Utilities	CIC & Chamber of Commerce	School Board	Contiguous Townships	Other
Housing	Encourage the "buffering" of residential land uses from industrial and other incompatible land uses	X	X							
Housing	Promote the restoration of historic homes or homes with unique historic or aesthetic worth	X	X							Historical Society
Housing	Build a rapport with local and area developers and real estate officials		X				X			
Housing	Provide the resources necessary to enhance building and housing standards	X	X							
Land Use	Cluster new land uses near or contiguous to similar land uses in situations where mixed uses are not feasible		X		X		X		X	
Land Use	Minimize incompatible land use through proper zoning		X							
Land Use	Concentrate development patterns to minimize sprawl		X						X	
Land Use	Modify zoning to comply with the future land use plan		X							
Land Use	Identify land areas of special natural significance within or contiguous to Napoleon and pursue the feasibility of retaining these areas as open space, nature preserves, or recreational areas		X	X						
Land Use	Utilize mixed-use development principles near areas with better traffic flow				X	X				
Land Use	Developing mechanisms that contain strip commercial developments within designated areas, while utilizing a variety of design techniques to buffer new residential development from these land uses		X		X					
Land Use	Encourage development in areas best suited to accommodate various land uses through the extension of utilities and infrastructure	X	X		X	X	X			



Next Steps

- * Community Forum (January 2019)
- * Community Survey will remain live until February 2019.
- * Develop Plan and Plan Strategies
- * Draft Plan in March 2019
- * Public Approval Process in April 2019

City of Napoleon Master Plan

Visioning Session

Questions

Tom Lemon, AICP

Glenn Grisdale, AICP, GISP

Reveille

130 South Main Street, Suite 302

Bowling Green, Ohio 43402

(P) 419.353.7372

Tom.lemon@reveille.me

glenn.grisdale@reveille.me



City of Napoleon, Ohio

TREE COMMISSION

MEETING AGENDA

Monday, January 21, 2019 at 6:00 pm

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

1. Election of Chair.
2. Approval of Minutes: October 15, 2018 *(In the absence of any objections or corrections, the Minutes shall stand approved.)*
3. Review Ordinance and Annual Budget.
4. Review Annual Schedule.
5. Review Tree Call Reports.
6. Finalize Spring Topsoil List.
7. Finalize Spring Removals List.
8. Finalize Spring Plantings List.
9. Award Spring Trimming Contract.
10. Any Other Matters to Come Before the Commission.
11. Adjournment.

Roxanne Dietrich

Roxanne Dietrich
Interim Clerk of Council



City of Napoleon, Ohio

255 West Riverview Avenue, P.O. Box 151

Napoleon, OH 43545

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

www.napoleonohio.com

Memorandum

To: Mayor & City Council, City Manager, City Law Director, Interim Finance Director, Department Supervisors, Newsmedia
From: Roxanne Dietrich, Interim Clerk of Council *rd*
Date: January 17, 2019
Subject: Parks & Recreation Committee – Cancellation

The regularly scheduled meeting of the Parks and Recreation Committee for Monday, January 21, 2019 at 6:00 pm has been CANCELED due to lack of agenda items.

City of Napoleon, Ohio

PRESERVATION COMMISSION

Meeting Agenda

Wednesday, January 23, 2019 at 5:00 pm

NPC 19-01

CERTIFICATE OF APPROPRIATENESS

Just Busch Investments, LLC – 130 East Clinton St.

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

1. Approval of November 13, 2018 Minutes (*In the absence of any objections or corrections, the Minutes shall stand approved.*)

2. NPC-19-01 – (Just Busch Investments, LLC)

An application has been filed by Steve and Julie Busch of Just Busch Investments, LLC. The applicant is requesting to renovate and restore an existing building for use as an event center and retail/café shop at 130 East Clinton Street. The request is pursuant to Chapter 1138 of the Codified Ordinances of Napoleon, Ohio. The property is in a C-1 General Commercial Zoning District and is within the City's Preservation District.

3. Any other matters to come before the Commission.

4. Adjournment.



Roxanne Dietrich
Interim Clerk of Council

NPC-19-01
Certificate of Appropriateness
For Just Busch Investments, LLC
Located At 130 E. Clinton St.

MEMORANDUM

TO: Members of the Napoleon Preservation Commission
FROM: Mark B. Spiess, Sr. Eng. Tech. / Zoning Admin.
SUBJECT: Certificate of Appropriateness
MEETING DATE: January 23, 2019 @ 5:00 PM
HEARING #: NPC-19-01

BACKGROUND:

An application has been filed by Steve and Julie Busch of **Just Busch Investments, LLC**. The applicant is requesting to renovate and restore an existing building for use as an event center and retail/café shop at 130 E. Clinton St. The request is pursuant to Chapter 1138 of the Codified Ordinances of Napoleon Ohio. The property is in a C-1 General Commercial Zoning District and is within our Preservation District.

Application for Public Hearing

City of Napoleon, Ohio

I/We herby request a public hearing to consider the following:

Planning Commission

(MZON 100.1700.46690)

- Conditional Use
\$125.00
- Amendment
\$125.00
- Subdivision in City
\$75.00 + \$5.00 each, after two
- Preliminary Plat of Development
\$125.00

Preservation Commission

(MZON 100.1700.46690)

- Certificate of Appropriateness
\$25.00

Board of Zoning Appeals

(MZON 100.1700.46690)

- Certificate of Zoning
\$25.00
- Re-Zoning
\$125.00
- Variance
\$125.00

Address of property: 130 E. CLINTON ST., NAPOLEON OHIO 43545

Description of request: RENOVATE & RESTORE THE EXISTING BUILDING AT THE ADDRESS ABOVE FOR MIXED USE AS AN EVENT CENTER AND RETAIL/CAFE SHOP.

JUST BUSCH INVESTMENTS, LLC

OWNER(S) NAME (PRINT)

821 HALEY AVENUE, NAPOLEON, OHIO 43545

ADDRESS- CITY, STATE, ZIP

419-579-0357

PHONE NUMBER

SIGNATURE

Julie M. Busch

*****Public hearings are held on the second Tuesday of each month; this petition must be filed with the Zoning Administrator thirty (30) days before the public hearing date. All plans, plats, deeds and other requested information must accompany this application before the hearing will be scheduled.*****

APPLICANT MUST BE AN OWNER OR AN AUTHORIZED REPRESENTATIVE EVIDENCED BY LETTER OF APPOINTMENT.

OWNER ~ SAME AS ABOVE

APPLICANT NAME (PRINT)

ADDRESS

APPLICANT SIGNATURE

CITY, STATE, ZIP

PHONE

Hearing #:

Hearing Date:

Zoning District:

C-1 (P.O.D)

Office Use Only

Batch #

Check #

Date

City of Napoleon
Preservation District Preservation Commission Review
Application for Certificate of Appropriateness

Applicant: JUST BUSCH INVESTMENTS, LLC.
Location of Property: 130 E. CLINTON ST.

Applying for a Certificate of Appropriateness

Why do I need a Certificate of Appropriateness?

The City of Napoleon declared as a matter of public policy that distinctive areas of the City where structures tend to be more than fifty (50) years of age exemplify a predominant architectural style, possess historical significance, and/or portray the early development of the City collectively contribute to the economic, cultural, and educational development of the City. The City declared as a matter of public policy that the preservation and enhancement of such historic buildings and areas in the City is a public necessity and is required in the interest of the health, safety, and welfare of the people.

The City declared the necessity to identify areas, places, buildings, structures, sites, objects, and works of art based upon historic, architectural, archaeological, or cultural significance related to the historical development of the City for establishment as a preservation district. Therefore, the City established a Preservation District along with procedures for the enforcement of historic design review guidelines whereby historic, architectural, archaeological, and cultural resources within a duly designated preservation district are afforded protection from actions that would be detrimental to their preservation, enhancement, and continued use, as well as to prevent inappropriate or incompatible construction within the preservation district. Purely residential structures were expressly exempt from regulation.

When should I get one? Answer: Before making *any* exterior changes.

Within the boundaries of any preservation district established, a certificate of appropriateness is required from the Preservation Commission, **before** any owner of property used for commercial purposes may receive a zoning permit or commence work for any proposed construction, reconstruction, alteration, replacement, repair, modification, or demolition of a structure, exterior wall, or exterior architectural feature of any building or structure, including installation or visible changes to fences, signs, or other visible exterior improvements (See 1138.05(a) Codified Ordinance).

Exclusions are provided for normal maintenance and repair, demolition after substantial damage, and emergency orders (See 1138.05(b) Codified Ordinance).

If you intend to make a change to the exterior of your property, complete this application packet and return it to the City Building, at 255 W. Riverview, P.O. Box 251, Napoleon, Ohio 43545.

If you are changing or installing signage, please note that the certificate of appropriateness is still required, however, there are separate signage requirements within City code; see section 1335 of Napoleon's codified ordinances (available online at www.napoleonohio.com - click on

Engineering Department, and then click *City of Napoleon Codified Ordinances*, or inquire at the City Building).

Procedure for Applying for a Certificate of Appropriateness (1138.08) Codified Code

Step 1: (Suggested) Meet with or contact Tom Zimmerman, Zoning Administrator for the City of Napoleon, to discuss the option of exploring your proposed building changes with someone from the Preservation Commission, the Zoning Administrator or consulting with an outside preservation expert prior to completing your plans or completing the application for a Certificate of Appropriateness. Mr. Zimmerman can assist you in complying with the City's Preservation Guidelines, and sign ordinances. In addition, you are welcome to consult with Napoleon Alive, Inc., for more information about the Downtown Revitalization Grant Program, which requires compliance with the Preservation District Guidelines. Email info@napoleonalive.org, or Call 419-906-1130.

Step 2: (Required) Blank applications for a Certificate of Appropriateness are available at the Zoning Administrator's office at the City Building. The application must be completed in full and must include the address of the property for which the Certificate of Appropriateness is being requested, the property owner's name, phone number, mailing address; the tenant's name and mailing address, if applicable; and a narrative which clearly describes the proposed activity subject to Preservation.

Complete the application for a Certificate of Appropriateness for Exterior Changes and return it to the City Building to the attention of the Zoning Administrator.

The application for a Certificate of Appropriateness should be accompanied by:

- color photos of each building elevation of an adequate size, detail, and clarity for reasonable use by the Preservation Commission;
- Sketches of proposed new construction facades, or changes to each exterior wall, or proposed installation or visible changes to signs, fences, and/or other visible exterior improvements.
- Sketches shall be drawn as near as possible to scale and be easily understandable.
- Sketches shall depict and fully describe using notations all proposed changes and additions, including: structural changes which impact the exterior of the building; all windows and doorways; roof lines; Signage;
- A description of the proposed materials to be used;

A request for a Certificate of Appropriateness shall be accompanied by any applicable fees as may be established by the City.

Step 3: Determination of Completeness and scheduling of Administrative Hearing

- Upon receipt of a request for a Certificate of Appropriateness, the Zoning Administrator shall make a determination the application is complete. The applicant shall be informed of any omissions to the application. The determination that an application is "complete" shall be noted on the face of the application by the Zoning Administrator.

- The administrative hearing will be scheduled by the Preservation Commission to be held 10 to 45 days from the date of the completed application.
- Applications involving building demolition require special consideration by the Preservation Commission. (§1138.09)
- The public shall be given notice of: the date, time, and place of the administrative hearing; a short description of the purpose, location of the subject property, and the review body involved; and informed that a copy of the application, together with all maps, plans, and reports submitted with reference thereto, shall be on file for public examination in the office of the Zoning Administrator.
- Public notices shall be provided as described in §1138.09(b).

Step 4 - Administrative Hearing Held, Decision Rendered

- All administrative hearings of the Preservation Commission shall be open to the public, and conducted according to the procedures set forth in Ordinance 1138.09(c).
- Regardless of any continuances of the hearing, the Preservation Commission shall make every reasonable effort to render a decision on the application within forty-five (45) days after the application was received, unless an extension of time is agreed to by the applicant. § 1138.09(d)
- The Preservation Commission shall consider the application(s), plans and specifications, and determine whether the proposed construction, reconstruction, alterations, or demolition is appropriate, or whether it has an adverse effect upon the purposes of the Preservation District.
- The Preservation Commission shall issue its decision in the form of a written Final Order in which it expressly sets forth the findings and conclusions of fact used as the basis or rationale for the decision.
 - Approval. If the applicant has proven by the preponderance of the evidence on the whole record that the proposed activity will have no adverse effect on a Historic Resource or the historic character or architectural integrity of all or a portion the Preservation District, then the Preservation Commission shall vote to grant the application and cause the Chairman to endorse a Certificate of Appropriateness and return the applications, plans and specifications to the applicant.
 - Approval Subject to Modifications. The Certificate of Appropriateness may include any reasonable conditions placed upon the approval regarding the proposed activity. Such conditions shall be made part of the Certificate of Appropriateness and of any subsequent zoning approval. Receiving a Certificate of Appropriateness does not negate requirements to adhere to all other City zoning regulations and City, County and/or State building regulations.
 - Demolition application approvals – see Ordinance No. 1138.09
 - The Certificate of Appropriateness will be valid for one (1) year from the date of approval.
 - Denial. If the Certificate of Appropriateness is denied, the applicant shall be notified in writing of the following:
 - The reasons for denial, and recommendations for a subsequent resubmission of a modified application, if any.
 - The Preservation Commission shall offer to undertake continuing and meaningful discussions with the applicant over a period of at least thirty (30) days, but not to exceed six (6) months, from the date of denial, during

which time the Preservation Commission shall search for an acceptable compromise proposal that would allow for approval.

- Denial of Application for Demolition – (see Ordinance 032-09 Section 9

Procedures for the Appeal of the Preservation Commission's Final Order are contained in § 1138.10.

Remedies and Penalties pertaining to Certificates of Appropriateness are contained in Ordinance No. 1138.11.

- Aggrieved parties or persons may institute legal proceedings to prevent violation of Chapter 1138, and to abate any illegal condition, or to cause the removal of any illegal changes or alterations by appropriate legal means.
- In addition to remedies sought, violation of the provisions of this Ordinance, or any Certificate of Appropriateness granted by the Preservation Commission shall be deemed guilty of an unclassified misdemeanor, punishable by a fine not to exceed \$1000.00 for each violation. Each day of violation shall constitute a separate and distinct violation.

Step 5: (May be required) While waiting on the Certificate of Appropriateness to be processed, contact the Building and Zoning Department to learn whether a construction permit will be required.

Name of Applicant:

Certificate of Appropriateness

Application Checklist

Description of proposed changes, including materials, dimensions, and color scheme (can be in the form of a drawing)*:

Written contractor's construction proposal for each change to be made:

Photo of building facade or real property where changes will be made:

If necessary, copy of construction permit issued by the City of Napoleon Building Dept:

Completed application packet:

Applicant has reviewed the U.S. Secretary of the Interior's *Standards for Rehabilitation*,** the City's sign ordinance (if applicable), and other criteria for evaluation set forth in Chapter _____ of the City's Codified Ordinances:

Name of Applicant: JUST BUSCH INVESTMENTS, LLC.

Acknowledgement:

I understand that changes made to buildings in the designated preservation District or to designated landmark properties, and/or the placement of signs without the issuance of a Certificate of Appropriateness, building permit (if applicable), and sign permit (if applicable) could subject me to enforcement action up to and including possible criminal penalties under Chapters 1138, 1301 & 1335 of the Codified Ordinances of the City of Napoleon, as well as other applicable provisions of law.

I understand that compliance with the BOCA Property Maintenance Code will be required as prescribed in Chapter 1311 of Codified Ordinances.

I understand that my application for a Certificate of Appropriateness must be complete prior to posting in the Zoning Administrator's office for ten (10) days, and that after the posting period the Preservation Commission may or may not approve a Certificate of Appropriateness. The Preservation Commission may review the application prior to the completion of the ten-day posting period, but cannot issue a Certificate of Appropriateness prior to the completion of the ten-day posting period. I understand that I may need to apply for a building permit (Chapter 1301) from the Building and Zoning Department for certain types of construction.

Signed: Julie M. Busch
Property Owner

Property Owner

For office use:

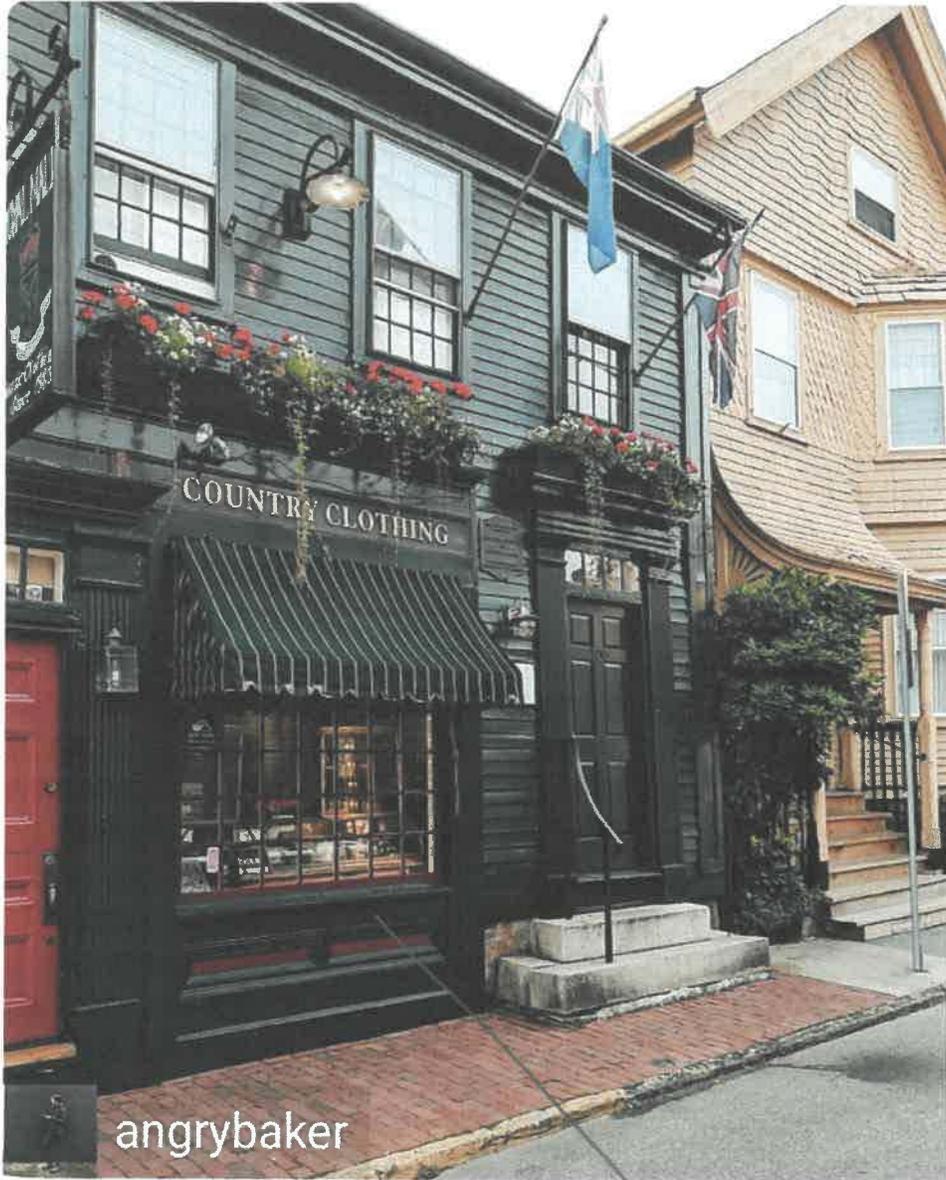
Date Received by Code Enforcement Official: _____ By: _____

Date posted by Code Enforcement Official: _____
(Application must be complete; must be at least ten (10) days prior to a hearing date or prior to the issuance of a Certificate of Appropriateness)

The above application was APPROVED ___ DENIED ___ By the Preservation Commission

Review Board on the _____ day of _____, 20____, with the following conditions:

Signature: _____ Date: _____
(Preservation Commission Review Board Chairman)



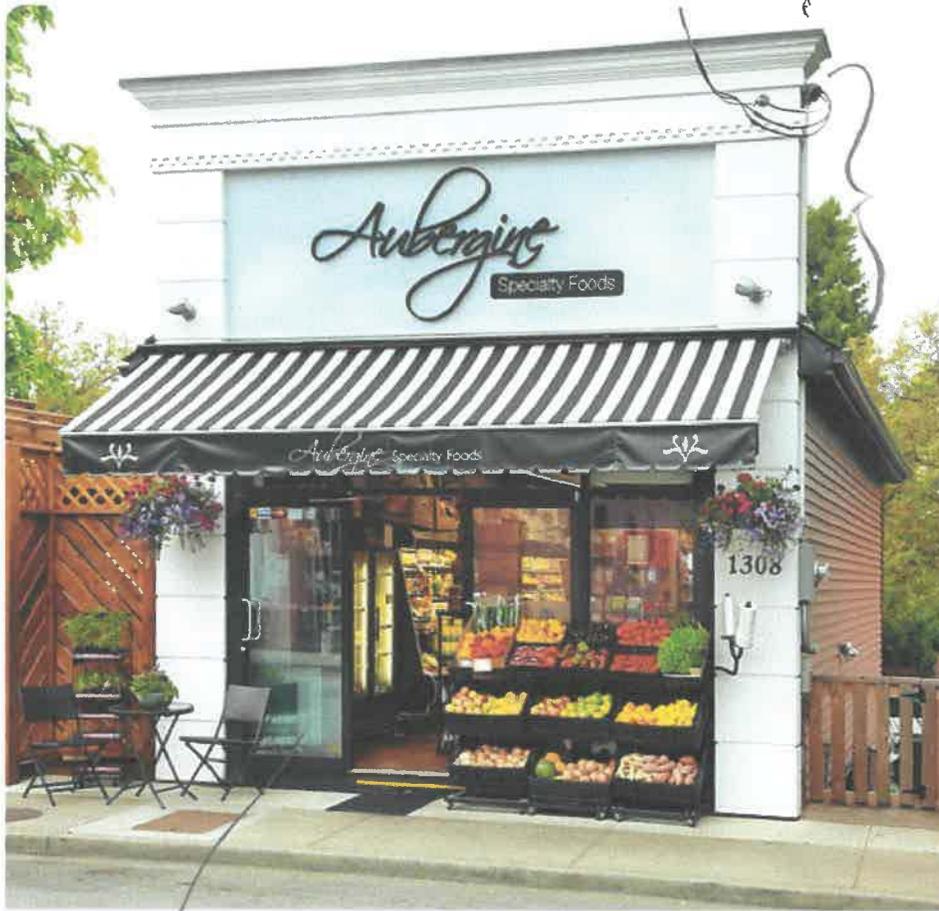
Saved by
Norma Morton



Norma Morton

Saved to **Store fronts around the World!**

I LIKE AWNING
AND WOOD WORK
(TRIM)



Top Portion - YES
 AWNING - YES

Commercial shop and black and white awning
 #commercialconstruction #awning



Karishma Dubey

Saved to **dream**

Clean front Door

Collections inspired by this Pin

Subject: hh
From: Ronald Sonnenberg (ron.sonnenberg@yahoo.com)
To: ron.sonnenberg@yahoo.com;
Date: Thursday, December 6, 2018 3:26 PM

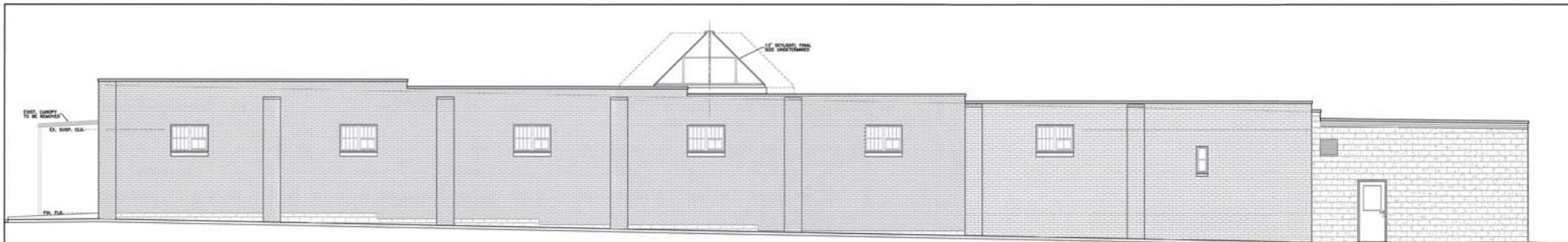


Sent from Yahoo Mail on Android

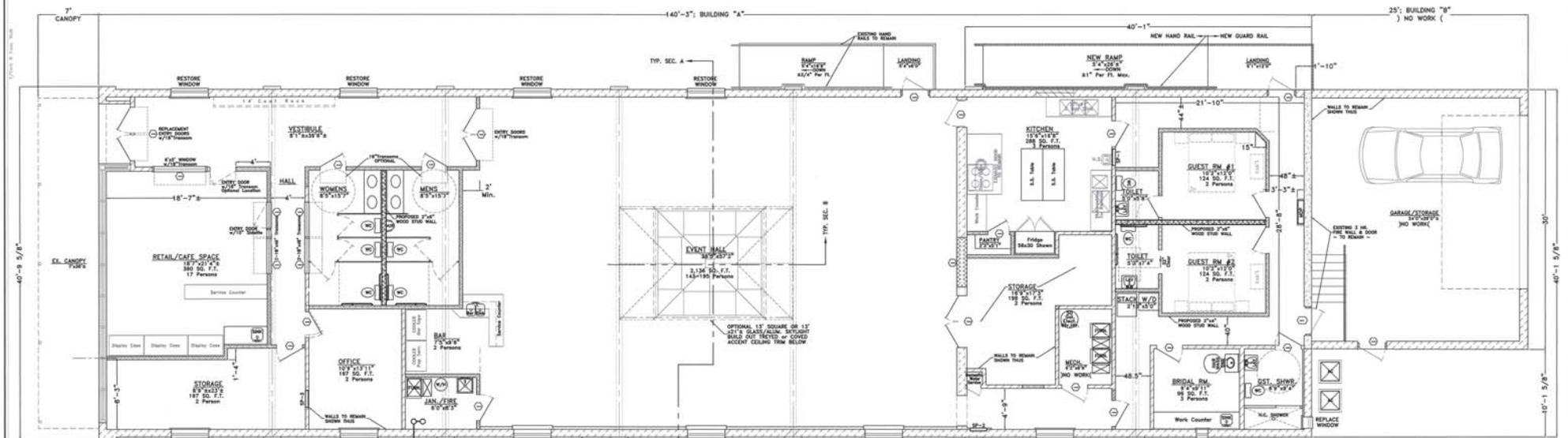
Attachments

- 20181204_110414.jpg (1.37MB)

EXISTING WINDOWS TO BE RESTORED, REPAIRED AND PROVIDED WITH CLEAR EXTERIOR STORM WINDOWS PER CODE.



RIGHT SIDE (Northeasterly) ELEVATION

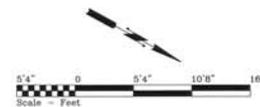
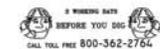


FRONT (Southeasterly) ELEVATION

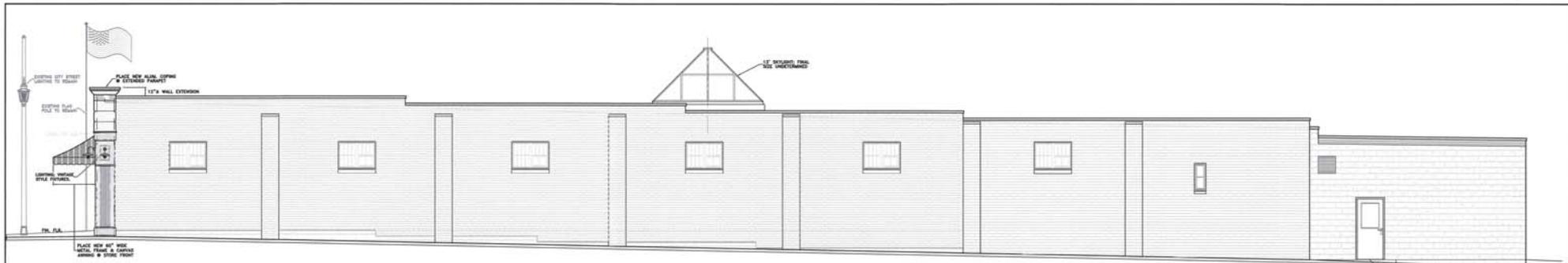
BUILDING DATA:

USE GROUP: MIXED USE - UNSEPARATED
 MAIN USE: "A-2" ASSEMBLY USE; EVENT CENTER w/FOOD SERVICE
 ACCESSORY USES: "M" MERCANTILE & R-1 GUEST LODGING (TRANSIENT)
 CONSTRUCTION TYPE: 3-B
 NOTE: FIRE SUPPRESSION TO BE PROVIDED THROUGHOUT BUILDING "A"
 AREA: ALLOWABLE: 35,000 SQ. FT.
 EXISTING: 5,617 SQ. FT.) NO CHANGE (
 HEIGHT: ALLOWABLE: 75' - 3 STORY) NO CHANGE (
 EXISTING: 28'± - 1 STORY) NO CHANGE (
 MAXIMUM OCCUPANCY LOAD: 230 PERSONS (Per table 1004.1.1)
 178 PERSONS (Estimated Actual)
 MAXIMUM EXIT ACCESS TRAVEL DISTANCE: 250' ALLOWABLE
 84'± PROPOSED
 SOIL BEARING CAPACITY: 1,500 p.s.f. (Class 4 Soils)
 DESIGN LOADS: FLOOR: MIN. 60 psf. LIVE (READING ROOM) plus DEAD LOAD
 MIN. 150 psf. LIVE (STACK ROOM) plus DEAD LOAD
 NO CHANGE REQ'D. TO EXIST. CONCRETE SLAB FLOOR
 ROOF: 20 psf. Min. LIVE LOAD plus DEAD LOAD
 20 psf. GROUND SNOW LOAD, Pg
 SNOW EXPOSURE FACTOR, Ce = 0.9
 SNOW LOAD IMPORTANCE FACTOR, Is = 1.0
 THERMAL FACTOR, Ct = 1.0
 WIND: EXPOSURE "B", 76 mph basic wind speed,
 50 mph 3 second gust wind velocity,
 WIND IMPORTANCE FACTOR, Iw = 1.00
 BUILDING CATEGORY = II
 SEISMIC DATA: SITE CLASS = 0
 USE GROUP = I
 OCCUPANCY IMPORTANCE FACTOR = 1.00

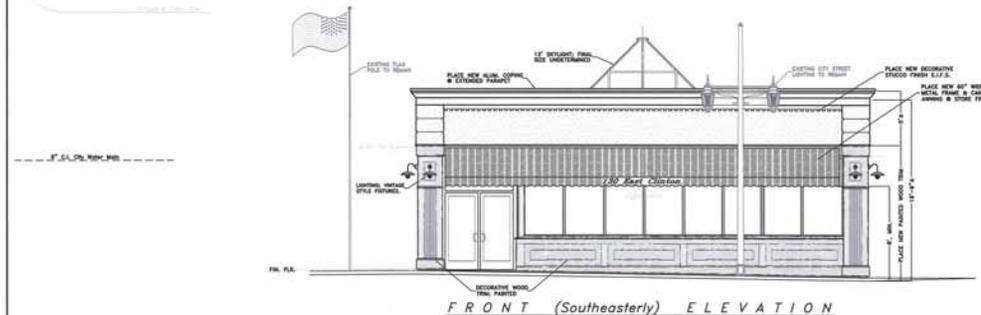
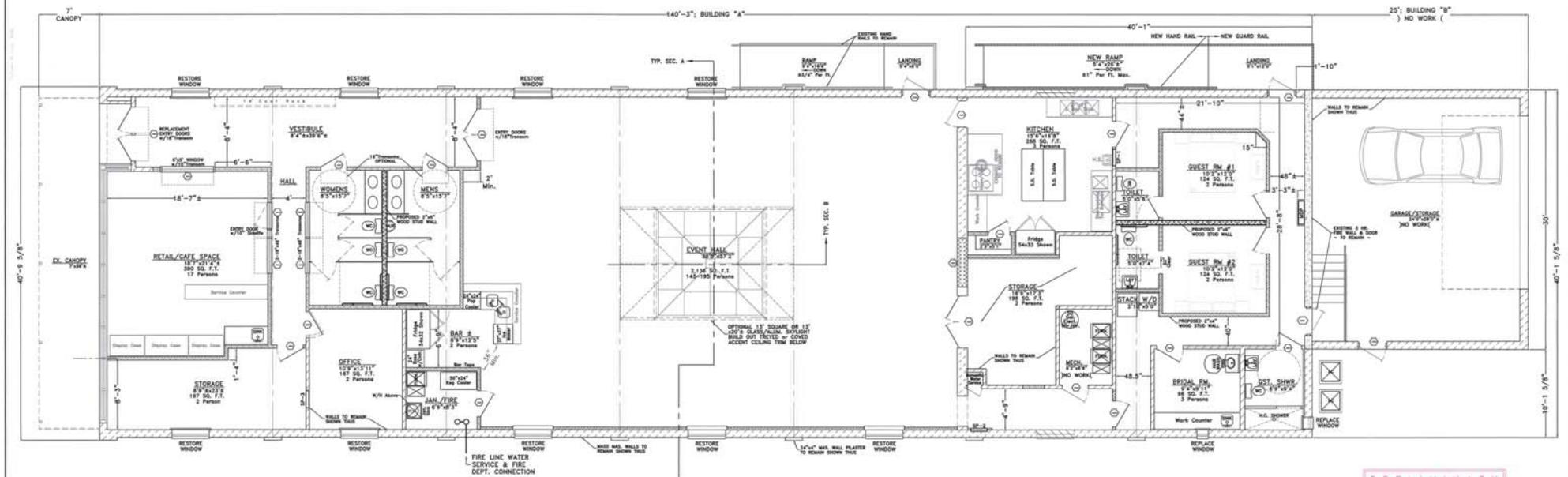
PRELIMINARY
 NOT FOR CONSTRUCTION



BUSCH EVENTS CENTER	
130 E. CLINTON STREET DIRECTORY-C:\WD\BECK CONST\COMMERCIAL	415 / FILE NAME: BUSCH EVENTS_LUELEY_2019
DRAWN BY: R.D.S. - dbr: NEW DIMENSIONS FLOOR PLAN, FRONT & RIGHT SIDE VIEW ELEVATIONS AND BUILDING DATA	REVISIONS: SCALE: 3/16"=1'-0" DATE: DEC. 2018 DRAWING NUMBER: A-1



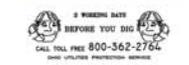
RIGHT SIDE (Northeasterly) ELEVATION



FRONT (Southeasterly) ELEVATION

BUILDING DATA:
 USE GROUP: MIXED USE - UNSEPARATED
 MAIN USE: "A-2" ASSEMBLY USE; EVENT CENTER w/FOOD SERVICE
 ACCESSORY USES: "M" MERCANTILE & R-1 GUEST LODGING (TRANSIENT)
 CONSTRUCTION TYPE: S-B
 NOTE: FIRE SUPPRESSION TO BE PROVIDED THROUGHOUT BUILDING "A"
 AREA: ALLOWABLE: 38,000 SQ. FT.
 EXISTING: 5,617 SQ. FT.) NO CHANGE (
 HEIGHT: ALLOWABLE: 75' - 3 STORY) NO CHANGE (
 EXISTING: 28'± - 1 STORY) NO CHANGE (
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 178 PERSONS (Estimated Actual)
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 DESIGN LOADS: FLOOR: MIN. 60 psf. LIVE (READING ROOM) plus DEAD LOAD
 MIN. 150 psf. LIVE (STACK ROOM) plus DEAD LOAD
 NO CHANGE REQ'D. TO EXIST. CONCRETE SLAB FLOOR
 ROOF: 20 psf. Min. LIVE LOAD plus DEAD LOAD
 20 psf. GROUND SNOW LOAD, P_g
 SNOW EXPOSURE FACTOR, C_e = 0.9
 SNOW LOAD IMPORTANCE FACTOR, I_s = 1.0
 THERMAL FACTOR, C_t = 1.0
 WIND: EXPOSURE "B", 76 mph basic wind speed,
 30 mph 3 second gust wind velocity
 WIND IMPORTANCE FACTOR, I_w = 1.00
 BUILDING CATEGORY = II
 SEISMIC DATA: SITE CLASS = 0
 USE GROUP = 1
 OCCUPANCY IMPORTANCE FACTOR = 1.00

PRELIMINARY
 NOT FOR CONSTRUCTION



BUSCH EVENTS CENTER	
130 E. CLINTON STREET DIRECTORY: C:\M\BECK CONST\COMMERCIAL\FILE NAME: BUSCH EVENTS_FLOORLEV_2019	NAPOLI, OHIO 43543
DRAWN BY: R.D.S. - dbe: NEW DIMENSIONS	REVISED:
FLOOR PLAN, FRONT & RIGHT SIDE	SCALE: 3/16"=1'-0"
VIEW ELEVATIONS AND BUILDING DATA	DATE: DEC. 2018
	DRAWING NUMBER: A-1

AMP Update for Jan. 18, 2019

American Municipal Power, Inc.

Fri 1/18/2019 2:26 PM

To: Roxanne Dietrich <rdietrich@napoleonohio.com>;

Having trouble viewing this email? [Click here to view web page version](#)



Members reminded to check Mutual Aid Sector in advance of inclement weather

By Michelle Palmer - vice president of technical services

With winter storms on the way for much of the AMP member footprint, members participating in the Mutual Aid program are encouraged to prepare by refreshing themselves on the Mutual Aid Sectors.

In the event of an outage requiring aid, members would contact their sector coordinator or backup sector coordinator. The sectors are as follows:

RED SECTOR

Sector Coordinator

Adam Brandt
City of Bryan
Cell Phone 419-553-9778
Office – 419-633-6121

Backup Sector Coordinator

John Stewart
City of Bowling Green
Cell Phone 419-409-6335

Arcadia	Deshler	Napoleon
Bloomdale	Edgerton	Oak Harbor
Bowling Green	Elmore	Pemberville
Bradner	Genoa	Pioneer
Bryan	Haskins	Union City
Clinton	Hillsdale	Woodville
Coldwater	Holiday City	Wyandotte
Custar	Marshall	
Cygnnet	Montpelier	

GOLD SECTOR**Sector Coordinator**

Bill Lyren Jr.
 City of Wadsworth
 Cell Phone - 330-352-1030
 Office - 330-335-2858

Backup Sector Coordinator

Dale Tittle
 City of Wadsworth
 Cell Phone 330-696-6613

Beach City	Hubbard	Painesville
Brewster	Hudson	Philippi
Cleveland	Lodi	St. Clairsville
Columbiana	Marshallville	Seville
Cuyahoga Falls	New Martinsville	Wadsworth
Dover	New Wilmington	Woodsfield
Ellwood City	Newton Falls	Zelienople
Grafton	Niles	
Grove City	Orrville	

GREEN SECTOR**Sector Coordinator**

Bob Bowman
 City of Piqua
 Cell Phone 937-606-0732
 Office – 937-778-2077

Backup Sector Coordinator

Tim Dobbins
 City of Westerville
 740-868-7159

Arcanum	Minster	Tipp City
Columbus	New Bremen	Versailles
Celina	New Knoxville	Wapakoneta
Eldorado	Ohio City	Waynesfield
Jackson Center	Piqua	Westerville
Lakeview	Prospect	Yellow Springs
Mendon	St. Marys	

BLUE SECTOR**Sector Coordinator**

Matt Horwedel
 City of Oberlin
 Cell Phone 440-315-7043

Backup Sector Coordinator

Doug Hurst
 City of Shelby
 Cell Phone – 419-569-4286

Amherst	Lucas	Republic
Carey	Milan	Shelby
Clyde	Monroeville	Shiloh
Galion	Oberlin	Sycamore
Greenwich	Plymouth	Wellington

PURPLE / BROWN SECTOR

Sector Coordinator

Jim Haeseler
 Borough of Schuylkill Haven
 Cell Phone – 570-527-1301
 Office – 570-385-0430

Backup Sector Coordinator

Steve Diehl
 Borough of Kutztown
 Cell Phone – 610-587-2276

Berlin, MD	Kutztown	Saint Clair
Catawissa	Lewisberry	Schuylkill Haven
Ephrata	Perkasie	Summerhill
Hooversville	Royalton	Watsonstown

BLACK SECTOR

Sector Coordinator

Donnie Watts
 City of Hamilton
 Cell Phone – 513-646-0441
 Office – 513-785-7552

Backup Sector Coordinator

Shawn Coffey
 City of Lebanon
 Cell Phone 513-850-9001

Berea	Glouster	Princeton
Blanchester	Hamilton	Williamstown
Danville	Jackson	
Georgetown	Lebanon	

Prepayment bonds successfully issued for solar phase II project

By Paul Grodecki - vice president of business services and member credit compliance

On Jan. 7, the solar site located in Brewster achieved commercial operation, bringing the total output of the Solar Phase II project to just over 36.8 MW. On Jan. 8, \$55.2M in tax-exempt electric prepayment bonds (Green Bonds) were sold as part of the financing plan for the project. The closing is scheduled to occur on Jan. 31.

The project generated a significant amount of interest in the bond market, as evidenced by the number of high-quality investors who purchased the bonds.

The project received two green endorsements. The first endorsement came in the form of a favorable Second Party Opinion (SPO) from Sustainalytics, Inc., a Toronto-based independent ESG and corporate governance research, rating and analytics firm. The second came in the form of the highest Green Bond Assessment (GBA) that can be issued by Moodys. Moody's issued a GB1, or Excellent rating after reviewing the project assessment criteria submitted by AMP.

Approximately 23 additional megawatts of solar is expected to be developed in 2019, bringing the project to its fully-subscribed level.

AMP holds Blue Sector mutual aid meeting in Oberlin

By Scott McKenzie - director of member training and safety

On Jan. 16, AMP held a mutual aid meeting with the Blue Sector communities in Oberlin. During the meeting, participants learned about current mutual aid procedures, the addition of backup coordinators, the new app for mutual aid requests, disaster plans and mutual aid billing.



Representatives from Amherst, Clyde, Galion, Greenwich, Milan, Monroeville, Oberlin, Piqua, Plymouth, Shelby and Wellington were in attendance.

AMP is working to schedule a regional meeting for each of the Mutual Aid sectors and will be in contact in the near future regarding dates.

Information on the Mutual Aid Program can be found on the [member extranet](#) (login required). If you have questions about this meeting or the Mutual Aid program, please contact Jennifer Flockerzie at jflockerzie@amppartners.org or 614.540.0853.

Monthly NERC update call on Jan. 24

By Art Iler - director of reliability standards compliance

AMP, in coordination with Utility Services, Inc., will host its monthly North American Electric Reliability Corporation (NERC) update call and webinar for members on Jan. 24, 1:30 to 2:30 p.m. The agenda includes presentations on NERC's revisions to EOP-004 that go into effect in April, protection system operations metrics, changes at FERC and ReliabilityFirst's Spring Workshop. The presentations will be followed by a question and answer session.

Please contact me with questions, and for the dial-in number and webinar instructions at ailer@amppartners.org or 614.540.0857.

AMP to hold Regulator Training course

By Jennifer Flockerzie - technical services program coordinator

AMP is holding a Regulator Training course at AMP headquarters in Columbus on Feb. 12. The one-day refresher course offers electric utility managers, lineworkers and substation technicians the opportunity to review regulator theory and troubleshooting with guidance from a non-manufacturer-specific standpoint.



Members are encouraged to browse the AMP Training Brochure for training courses that may benefit their community or employees. The brochure can be found on the [member extranet](#) (login required).

If you would like to sign up for this training or if you have any questions, please contact me at jflockerzie@amppartners.org or 614.540.0853.

Designing Rates: Moving Beyond Net Metering webinar scheduled for Jan. 22

By Erin Miller - director of energy policy and sustainability

The Focus Forward Advisory Council is scheduled to meet via WebEx on Jan. 22, 2 to 3 p.m. for the *Designing Rates: Moving Beyond Net Metering* webinar.



If you have questions, need additional information or are interested in joining the webinar, please contact me at emiller@amppartners.org or 614.540.1019. Webinar login details are also posted on the [Focus Forward](#) page of the [member extranet](#) (login required).

Save-the-date: AMP/OMEA Annual Conference

By Jodi Allalen - member events and programs manager

Members are encouraged to save-the-date for the AMP/OMEA Annual Conference this fall, as well as to mark their calendar for the coming years, which will be held at the Hilton at Easton in Columbus. The conference is the premier opportunity for AMP and OMEA members to connect with public power colleagues and municipal electric partners to learn more about industry trends, as well as AMP projects and programs.

In response to member feedback, the conference has been reduced from four to three days.

Attendees will have the opportunity to attend general sessions focused on industry trends, as well as breakout sessions covering various topic areas.

In the coming years, the conference will be held on the following dates:

- Sept. 23-25, 2019
- Sept. 21-23, 2020
- Sept. 20-22, 2021
- Sept. 26-28, 2022
- Sept. 25-27, 2023

We look forward to seeing you in September. If you have questions, please contact me at jallalen@amppartners.org or 614.540.0916.

Members encouraged to use Community Energy Savings Day toolkit

By Holly Karg - director of media relations and communications

It is getting cold outside and many communities are beginning to experience peak-demand alerts. In response, members are encouraged to utilize the resources available through AMP's Community Energy Savings Day toolkit.

The goal of AMP's Community Energy Savings Day materials is to assist with communicating to your consumers the request and benefits of reducing energy use during peak demand days/times.

Within the kit, members will find communications materials (animated video, graphics, factsheets and scripts) available for members to download and share with their customers and local media.

Click [here](#) to go directly to the [member extranet](#) (login required) and view the Community Energy Savings Day materials.

The toolkit is located on the [member extranet](#) (login required), within the [Focus Forward](#) section, as well as within the [Public Power Connections](#) section.

If you have questions about Community Energy Savings Day, please contact me at hkarg@amppartners.org or 614.540.6407.

ANNUAL OPERATIONS DATA

	2018	2017
Fremont Capacity Factor	67%	52%
Prairie State Capacity Factor	83%	78%
Meldahl Capacity Factor	46%	53%
Cannelton Capacity Factor	46%	59%
Smithland Capacity Factor	33%	N/A
Greenup Capacity Factor	35%	42%
Willow Island Capacity Factor	54%	60%
Belleville Capacity Factor	61%	75%
Blue Creek Wind Capacity Factor	28%	32%
JV6 Wind Capacity Factor	18%	19%
Front Royal Solar Capacity Factor	20%	N/A
Bowling Green Solar Capacity Factor	22%	22%
Avg. A/D Hub On-Peak Rate	\$41/MWh	\$34/MWh

- * Fremont capacity factor based on 675 MW rating.
- * PS capacity factor based on 1,582 MW rating.
- * Meldahl capacity factor based on 105 MW rating.
- * Cannelton capacity factor based on 87.6 MW rating.
- * Smithland capacity factor based on 76.2 MW rating.
- * Greenup capacity factor based on 70 MW rating.
- * Willow Island capacity factor based on 44.2 MW rating.
- * Belleville capacity factor based on 42 MW rating.
- * Front Royal Solar capacity factor based on 2.5 MW rating.
- * BG Solar capacity factor based on 20 MW rating.

Energy markets update

By Jerry Willman - assistant vice president of energy marketing

The February 2019 natural gas contract increased \$0.0294/MMBtu to close at \$3.41 yesterday. The EIA reported a withdrawal of 81 Bcf for the week ending Jan. 11. Market expectations were for a withdrawal of 79 Bcf. Gas in storage now stands at 2,533 Bcf. This is 11 percent under the five-year average of 2,860 Bcf. Gas in storage for this week one year ago was 2,610 Bcf.

On-peak power prices for 2020 at AD Hub closed yesterday at \$37.20/MWh, which was \$0.45/MWh higher for the week.

On Peak (16 hour) prices into AEP/Dayton hub				
Week ending Jan. 18				
MON	TUE	WED	THU	FRI
\$32.69	\$32.01	\$32.98	\$35.50	\$28.83
Week ending Jan. 11				
MON	TUE	WED	THU	FRI
\$25.16	\$23.39	\$28.66	\$36.23	\$33.98
AEP/Dayton 2020 5x16 price as of Jan. 17 — \$37.20				
AEP/Dayton 2020 5x16 price as of Jan. 10 — \$36.75				

AFEC weekly update

By Jerry Willman

The AMP Fremont Energy Center (AFEC) was available for 2x1 operation for the week. The plant remained online last weekend and during the week. Duct firing operated for 43 hours this week. The plant generated at a 78 percent capacity factor (based on 675 MW rating).

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Webinars can be purchased individually or as the 5-part series:

- Exploring Electric Utility Regulations and Business Models: **February 22, 2019**
- Understanding the Generation & Transmission Grid: **March 8, 2019**
- Operating a Local Public Power System: **March 22, 2019**
- Managing a Public Power Utility Enterprise: **April 5, 2019**



Classifieds

Members interested in posting classifieds in Update may send a job description with start and end advertisement dates to zhoffman@amppartners.org. There is no charge for this service.

City of Wyandotte seeks applicants for AMI billing specialist

General statement of duties: An employee in this classification will perform a variety of tasks associated with using applications to collect, report, file and maintain various information required for billing, customer service, work orders and the collection of utility usage data.

Supervision received: Work is performed under the general supervision of the Electric Department supervision or an employee of a higher grade as designated.

Supervision exercised: The employee shall be required to organize their own work and at times, provide work direction of union employees in the collection of billing and customer data.

Essential job functions: An Employee in this job may be called upon to perform any or all of the following tasks: Initiate contracts, service orders, connects, disconnects and confirm usage for electric and water services by preparing various reports and communications. Perform required record keeping and filing duties in various areas as directed. Gather and edit billing data, review exception reporting, create re-read lists in the appropriate applications such as the Aclara system, Badger system and Gridstream. Must upload and download data from hand held devices. Operate, maintain and configure the meter applications and various BS&A software applications such as work orders, purchase order and utility billing. In addition, the employee shall be responsible for running bill files in each system for each cycle from Badger, Aclara & Landis & Gyr systems and understand the Large Customer Billing. Employee must be able to react to new assignments positively and handle tasks as they arise. Must be able to work overtime as required.

Required knowledge, skill and abilities: An employee in this job title must have a high school Education with good math skills and reasonable knowledge in the use of computers and a variety of office equipment. The employee must have the ability to learn and use the meter reading software of Aclara, Badger and Gridstream and BS&A software applications. Must have the ability to assemble and compile data and interpret the results with accuracy. Be proficient with Microsoft Office including MS Word, Excel and Outlook. Have the ability to communicate fluently and write effectively in English. Possess reasonable mechanical aptitude and the ability to comprehend and fully understand instructions. The employee must possess reasonable hand eye coordination, possess sufficient strength and agility required to perform light to medium manual tasks as listed under the physical demands of position section; be able to maintain positive attitude, and communicate and work safely and effectively with other people.

Minimum qualifications: To be considered as a possible candidate for this position, an employee must meet the requirements listed under the required knowledge, skills and ability, safety precautions and physical demands of position sections. Successful completion of the probationary period will be determined by skill, accuracy in the performance of duties, educational development and basic knowledge of duties associated with the classification.

Equipment used: The employee in this classification shall be required to properly operate a computer and equipment found in an office setting.

Safety precautions: The successful candidate must be able to wear protective equipment such as safety glasses, goggles, gloves and other equipment as required and provided. The employee must be able to comply with all applicable MIOSHA/OSHA safety policies and procedures associated with the industry.

Physical demands of the position: The successful candidate must be able to work indoors under varying temperature conditions, be mentally alert, have good initiative and judgment and have good speaking ability. The employee shall be able to meet physical demands and be able to stand 45 percent of the time, walk 10 percent of the time and sit 45 percent of the time; Be able to perform stooping, kneeling, crouching and reaching and be able to speak, hear, see (color vision required) and have dexterous hands.

Visit the [City of Wyandotte website](#) to view the job posting.

Village of Arcanum seeks applicants for fiscal officer

The Village of Arcanum is now accepting applications for a full time Fiscal Officer, which also includes the duties of Clerk of Council. Applicant is required to have a high school diploma, accounting knowledge and management and government experience or equivalent to. Salary is \$40,000-\$50,000, determined by education and experience. Further job description is available on our website www.villageofarcanum.com. Applicants may send resume or pick up application at the City Building located at 1 Pop Rite Drive, Arcanum, Ohio 45304. Applications will be accepted until the position is filled. The Village of Arcanum is an Equal Opportunity Employer.

City of Bowling Green seeks wastewater treatment plant operator

The City of Bowling Green is seeking applicants for the position of wastewater treatment plant operator. This hourly position is responsible for oversight of the operation of the wastewater treatment plant, ensuring effluent quality and proper/efficient plant operation. Oversees plant operations; checks equipment; performs lab tests; monitors plant via computer and plant walk through rounds; performs

maintenance duties; operates trucks and other equipment; removes Biosolids (hauls sludge); collects samples; attends training; prepares /maintains documentation; performs custodial tasks and other related duties as assigned. Works both indoors and outdoors; works alone; irregular work schedules; must be available to work shift work, weekends and holidays. High school diploma or equivalent; Ohio Environmental Protection Agency (OEPA) Wastewater Treatment Certifications preferred; valid Class A Commercial Driver's License required or must be able to obtain within six months of hire; must obtain a Class I OEPA Wastewater Treatment Certification within two years of hire; three to five years of relevant experience.

Applicants must complete an application packet that is available online or in the Personnel Department, 304 N. Church St, Bowling Green, OH 43402-2399. Resumes alone are unacceptable. Copies of the complete job description will be provided to applicants. For more information call the Personnel Department at 419.354.6200. Email address: BGPersonnel@bgohio.org. For more information/access the online application [here](#). Deadline for making application is Feb. 1 at 4:30 p.m. AA/EEO

City of Napoleon seeks applicants for city finance director

The City of Napoleon is currently accepting applications for the position of city finance director. This position is directly responsible for planning, directing, organizing and coordinating all financial activities of the city including general accounting, capital financing, payroll, risk management, budget preparation, tax collection, fixed asset control and ensuring ongoing and documented compliance with all governmental financial and accounting regulations, policies and procedures. Job requirements include a bachelor's degree in accounting, three to five years of related work experience in public finance administration and a valid State of Ohio driver's license.

This is a full-time position with a starting annual salary of \$75,000 to \$100,000, depending on experience. Applications may be obtained from the City of Napoleon's Administration Building, 255 W. Riverview Ave., PO Box 151, Napoleon, OH, 43545, and from www.napoleonohio.com under Human Resources. A properly completed, notarized application must be returned to the above address with a resume and cover letter by 12:00 p.m. on Friday, Jan. 25, 2019 to be considered. The City of Napoleon is an Equal Opportunity Employer.

City of Milford seeks applicants for electric superintendent

The City of Milford Public Works Department is seeking applicants for the position of electric superintendent. The electric superintendent oversees the overall operations of the city's electric system that serves approximately 7,500 homes and businesses from two substations in an approximately 12 square mile service territory, covering all of Milford and portions of unincorporated areas of Kent and Sussex Counties. The system peaks at just over 46,000 MW and delivers over 225 million kWh annually.

The electric superintendent supervises approximately 10 employees and is responsible for construction, maintenance and design of the distribution system, including substation operations and maintenance. Electricity is purchased in bulk from the Delaware Municipal Electric Corporation. Work is performed under the general supervision of the public works director.

The city is seeking applicants with a bachelor degree in electrical engineering (preferred) or a related field with at least five years of experience; or 10 years of experience in the electric utility industry with considerable supervisory and management experience may be substituted for a degree; or any combination of education and experience equivalent to the requirements. Possession of a valid Delaware vehicle operator's license and Class B CDL (minimum - within one year of the date of hire) is required.

Salary range: \$84,136-\$107,681.60 based on qualifications and experience.

To apply: Click [here](#) and attach your resume.

The position will remain open until filled.

Village of Brewster seeks applicants for electric lineworker

The Village of Brewster is accepting applications for the position of electric lineman. The electric lineman is responsible for constructing, planning, maintaining, troubleshooting and repairing the distribution system, substation and street lighting in the village electric utility system. The individual hired will work under the supervision of the electric department superintendent. Proof of electric lineman will be required, such as graduation from Northwest Lineman College, Union Certification or equivalent. Must also hold a CDL. Five or more years of experience required. Entry level wage rate for an electric lineman - a is \$30.05 per hour. The position is a full-time non-exempt position. The normal schedule is a 40-hour work week, with standby status as well as occasional overtime and scheduled weekend work. The Village of

Brewster offers an attractive benefit package that includes health, dental, vision and life insurance after 30 days of service and membership in the Ohio Public Employees Retirement System

Applications can be obtained at either 302 S. Wabash St., Brewster, OH 44613 or online from the village's [website](#). A copy of the job description can be obtained from the village administrator. Questions can be directed to the village administrator at 330.767.3931. Deadline for submitting an application or resume is Jan. 25, 2019. The Village of Brewster is an equal opportunity employer.

City of Piqua selling excess AMI water meters

The City of Piqua purchased new Sensus Omni C2 water meters for the city's AMI system and is looking to sell excess meters to communities that are currently implementing or planning to implement a new AMI system. All meters were purchased new in 2016 and the following sizes and quantities are available.

- 2" Sensus, Qty. of 33, for a price of \$587/each
- 3" Sensus, Qty. of 7, for a price of \$733/each
- 4" Sensus, Qty. of 21, for a price of \$1,267/each
- 6" Sensus, Qty. of 7, for a price of \$2,267/each

Please contact Bev Yount at 937.778.4002 or byount@piquaoh.org for more information. To see more pictures, please visit the classifieds page on the [member extranet](#) (login required).



Opportunities available at AMP

AMP is seeking applicants for the following positions:

Power dispatcher

Independent safety consultant, Pennsylvania

Information systems intern

Generation optimization specialist

Controller

Chief risk officer

For complete job descriptions, please visit the [AMP careers page](#).

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