
Memorandum

:

To: Mayor and Members of City Council
cc: City Manager, Interim Finance Director, City Law Director
From: Roxanne
Regarding: General Information
Date: February 1, 2019

CALENDAR

AGENDA – Technology & Communications Committee @6:15 pm

- Project Updates: enclosed is a Memo from IT on a few projects.

AGENDA - City Council @7:00 pm

C. SWEARING-IN OF FIREFIGHTER/EMT Nicholas Lishewski.

D. MAYOR’S STATE OF THE CITY

E. APPROVAL of MINUTES:

January 21, 2019 Regular Council Meeting Minutes

I. INTRODUCTION of NEW ORDINANCES and RESOLUTIONS

1. **Resolution No. 008-19**, a Resolution Authorizing a Community Reinvestment Area (CRA) Agreement between the City of Napoleon, Ohio, and Just Busch Investments, LLC within Napoleon CRA #2; and Declaring an Emergency. *(Suspension Requested)*
2. **Resolution No. 009-19**, a Resolution Authorizing the Expenditure of Funds over Twenty-Five Thousand Dollars (\$25,000.00) for the Purpose of Purchasing a 2019 Ford Interceptor SUV for the City of Napoleon Police Department, and to Sole Source said Purchase to Statewide Ford; and Declaring an Emergency. *(Suspension Requested)*
3. **Ordinance No. 010-19**, an Ordinance to Approve Current November 2018 Replacement Pages to the Napoleon Codified Ordinances.
4. **Resolution No. 011-19**, a Resolution Amending Resolution 066-18 and Resolution 001-19 as it pertains to Millage and Ballot language; and Declaring an Emergency. *(Suspension Requested)*.

J. SECOND READINGS of 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.
- Included in your packet is a copy of an email Joel received from Ken Neuenschwander on NCTV.
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.

K. THIRD READING of ORDINANCES and RESOLUTIONS - NONE

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

1. **Discussion/Action:** Assistant Superintendent Position at the WTP.
 - The Municipal Properties Committee discussed this Monday night at their meeting and recommended to Council
2. **Discussion/Action:** Acceptance of JAG LE Grant to the Police Department.
 - The Office of Criminal Justice Service awarded \$9,741.60 to NPD for the in-car camera system.
3. **Discussion/Action:** Change Order No. 6 for the 2018 Downtown Improvements Project to Vernon Nagel, Inc., an Increase of \$131,562.52.
 - A copy of the Change Order and a Memo from Chad explaining the Change Order are included in the packet.
4. **Discussion/Action:** Approval of Donations to the K9 Unit.
 - Two donations were received for the K9 Unit, copies of both are attached.
5. **Discussion/Action:** Waterline on Second River Bridge. *(Refer to Committee).*

M. Executive Session. *(Compensation of Personnel, Matters of a Competitive Nature Relating to any City Owned or Operated Utility)*

INFORMATIONAL ITEMS

1. **GIS Implementation Project** – Memo to Sole Source to Stantec Consulting.
2. **AGENDA** – Wednesday, February 6th @4:30 pm – Special Civil Service Commission
3. **AGENDA** – Thursday, February 7th @5:15 pm – Personnel Committee
4. Ohio Municipal League Bulletin
5. AMP Weekly Newsletter

Records Retention - CM-11 - 2 Years

February 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2 Groundhog Day
3	4 6:15 pm Technology Committee 7:00 pm City Council	5	6 4:30 pm Special Civil Service Commission Meeting	7 5:15 pm Personnel Committee	8	9
10	11 6:15 pm Electric Comm. 6:15 pm BOPA 7:00 pm Water/Sewer 7:30 pm Municipal Properties	12 4:30 pm BZA 5:00 pm Planning Commission	13	14	15	16
17	18 6:00 pm Tree Comm. 6:00 pm Parks & Rec Committee 7:00 pm City Council	19	20	21	22	23
24	25 6:30 pm Finance & Budget Committee 7:30 pm Safety & HR with Townships and HCSJAD	26 4:30 pm Civil Service	27 6:30 pm Parks & Rec Board	28	Notes:	
APPA Legislative Rally, Washington, DC February 24-27, 2019						

City of Napoleon, Ohio

TECHNOLOGY & COMMUNICATIONS COMMITTEE

MEETING AGENDA

Monday, February 04, 2019 at 6:15 pm

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

- 1) Approval of Minutes: October 1, 2018. *(In the absence of any objections or corrections, the Minutes shall stand approved.)*
- 2) Project Updates.
- 3) Police In-Car Cameras.
- 4) Any other matters currently assigned to the Committee.
- 5) Adjournment.



Roxanne Dietrich
Interim Clerk of Council

TECHNOLOGY & COMMUNICATION COMMITTEE

MEETING MINUTES

Monday, October 1, 2018 at 6:15 pm

PRESENT	
Committee Members City Staff	Ken Haase-Chair, Dan Baer, Travis Sheaffer (arrived at 6:17 pm) Joel L. Mazur, City Manager Gregory J. Heath, Finance Director Roxanne Dietrich
Records Clerk/Recorder ABSENT	
Call to Order	Chairman Haase called the meeting to order at 6:15 pm.
Minutes Approved	Hearing no objections or corrections, the minutes from the September 4, 2018 meeting stand approved as presented.
Motion to Un-table NCTV Agreement	Motion: Haase Second: Baer to untable discussion on NCTV Agreement.
Passed	Roll call vote on the above motion:
Yea-2	Yea-Baer, Haase
Nay-0	Nay-
Discussion	Mazur reported the contract with NCTV terminated in May of this year. I would recommend staying with the contract and modify the language that if they don't show up, they will not get paid. Sheaffer said we do that every year and they still don't show up. Mazur responded that's because they were paid up-front. Heath said the City gets a franchise fee based on City Resolution 040-09; however, the state preempted the franchise issue a number of years ago and froze the percentage, the City's resolution no longer applies. The City could have provided their own channel and programming but the school had Ken Neuenschwander who was willing to do it. After his retirement the enthusiasm waned, my recommendation is the City buys a camera and records the meetings and sends the recorded meetings to NCTV to be put on, we are not required to have a channel. Mazur reiterated his recommendation is to write language in the contract that if they do not show up they will not be paid. Sheaffer thinks the \$18,000 given to NCTV could be better used elsewhere and would like answers to the questions he has: 1) who is the new director of programming, 2) how many students are in the program, 3) what would they prefer in terms of recording, do they want us to record and just air? We are almost at the end of the first nine weeks and no one has been at any of the meetings. Mazur's concern is having a good relationship with the school and will get answers to the questions posed.
Motion to Recommend One Year Performance Based Contract with NCTV	Motion: Baer Second: Haase to recommend a one-year performance based contract with NCTV with the stipulation they will only be paid if someone shows up to record the meetings.
Passed	Roll call vote on the above motion:
Yea-2	Yea-Baer, Haase
Nay-1	Nay-Sheaffer
Adjournment	Motion: Baer Second: Sheaffer to adjourn the Technology and Communications Committee meeting at 6:45 pm.

Passed
Yea-3
Nay-0

Date Approved

November 5, 2018

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

Ken Haase, Chair

DRAFT



City of *NAPOLEON*, Ohio

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

Mayor
Jason Maassel

MEMORANDUM

Members of Council

PRESIDENT:
Joseph Bialorucki

PRESIDENT PRO-TEM:
Daniel Baer

Travis B. Sheaffer
Jeff Comadoll
Kenneth Haase
Jeff Mires
Lori Siclair

City Manager
Joel L. Mazur

Finance Director
Gregory J. Heath

Law Director
Billy D. Harmon

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

DATE: 2/4/19
TO: City Council
FROM: IT Department
SUBJECT: IT Agenda Items

Currently IT is having a good start to the New Year. A new camera has been set up to record council meetings, the new phone deployment has started, and other projects are in the midst of beginning.

Council recordings will be uploaded to YouTube once the meeting is over and video edits are applied to remove any empty time. Our focus is on quality for both audio and video. In the future, permitting the cost of internet is reasonable and faster, we might look into broadcasting the meeting live.

Phones are currently in the first phase of deployment. Greenline Solutions has set up the base system and we will be deploying phones per department based on lowest impact of phone loss during time of installment. We have determined this would include the Fire Department being first (NPD Dispatches Fire) and the Operations building to be last, as the current phone system is nested there.

We will be updating NPD's current recording hardware Revcord once we received the new radios for the Police Department. This hardware/software allows dispatchers to record and redact information as needed

CITY COUNCIL

MEETING AGENDA

Monday, February 04, 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. Swearing-In of Firefighter/EMT Nicholas Lishewski.

D. Mayor's State of the City

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

1. January 21, 2019 Council Meeting Minutes.

F. Citizen Communication

G. Reports from Council Committees

1. **Personnel Committee** met on January 28, 2019; and
 - a. Reviewed the Applications for Finance Director and set the next Meeting for Thursday, February 7, 2019 at 6:00 pm.
2. **Finance and Budget Committee** did not meet on January 28, 2019 due to lack of agenda items.
3. **Safety and Human Resources Committee** met on January 28, 2019; and
 - a. Recommended Upgrade of Current WTP Position to Assistant Superintendent
4. **Technology Committee** met earlier tonight with the agenda items:
 - a. Project Updates.
 - b. Police In-Car Cameras.

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

1. **Preservation Committee** met on Wednesday, January 23, 2019; and
 - a. approved the Certificate of Appropriateness for Just Busch Investments, LLC at 130 East Clinton Street.
2. **Parks and Rec Board** meeting scheduled for Wednesday, January 30, 2019 was canceled due to the inclement weather.
3. **Volunteer FF Dependents Fund Board** met on January 28, 2019.
4. **Volunteer Peace Officers' Dependents Fund Board** met on January 28, 2019.

I. Introduction of New Ordinances and Resolutions

1. **Resolution No. 008-19**, a Resolution Authorizing a Community Reinvestment Area (CRA) Agreement between the City of Napoleon, Ohio, and Just Busch Investments, LLC within Napoleon CRA #2; and Declaring an Emergency. (*Suspension Requested*)
2. **Resolution No. 009-19**, a Resolution Authorizing the Expenditure of Funds over Twenty-Five Thousand Dollars (\$25,000.00) for the Purpose of Purchasing a 2019 Ford Interceptor SUV for the City of Napoleon Police Department, and to Sole Source said Purchase to Statewide Ford; and Declaring an Emergency. (*Suspension Requested*)
3. **Ordinance No. 010-19**, an Ordinance to Approve Current November 2018 Replacement Pages to the Napoleon Codified Ordinances.
4. **Resolution No. 011-19**, a Resolution Amending Resolution 066-18 and Resolution 001-19 as it pertains to Millage and Ballot language; and Declaring an Emergency. (*Suspension Requested*)

J. Second Readings of 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.

K. Third Readings of Ordinances and Resolutions - None

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

1. **Discussion/Action:** Assistant Superintendent Position at the WTP.
2. **Discussion/Action:** Acceptance of JAG LE Grant to the Police Department.
3. **Discussion/Action:** Change Order No. 6 for the 2018 Downtown Improvements Project to Vernon Nagel, Inc., an Increase of \$131,562.52.
4. **Discussion/Action:** Approval of Donations to the K9 Unit.
5. **Discussion/Action:** Waterline on Second River Bridge. *(Refer to Committee)*

M. Executive Session. (Compensation of Personnel, Matters of a Competitive Nature Relating to any City Owned or Operated Utility)

N. 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.)*

O. 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, March 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. Waterline on Second River Bridge.
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: Monday, February 25, 2019 @6:00 pm)
5. **Safety & Human Resources Committee (4th Monday)**
(Next Regular Meeting: Monday, February 25, 2019 @7:30 pm)
6. **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)**
(Next Regular Meeting: Tuesday, February 26, 2019 @4:30 pm)
6. **Parks & Recreation Board (Last Wednesday)**
(Next Regular Meeting: Wednesday, February 27, 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)**
15. **Volunteer Peace Officers' Dependents Fund Board (as needed)**
16. **Lodge Tax Advisory & Control Board (as needed)**
17. **Board of Building Appeals (as needed)**
18. **ADA Compliance Board (as needed)**

**City Council
MEETING MINUTES**

Monday, January 21, 2019 at 7:00 pm

PRESENT	
Councilmembers	Dan Baer-Council President Pro-Tem, Travis Sheaffer, Jeff Comadoll, Jeff Mires, Lori Siclair, 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	David Mack-Chief of Police; Lanie Lambert-HR Director; Dustin Tewksbury-IT
Others	Civil Service Commission Members-Bill Finnegan and Megan Lytle-Steel Newsmedia
ABSENT	
Council President	Joseph Bialorucki
Call to Order	Council President Pro-Tem Baer called the meeting to order at 7:00 pm with the Lord's Prayer followed by the Pledge of Allegiance.
Presentation of Service Awards	Mayor Maassel presented service awards to Vic Engel for 38 years of dedicated service to the Napoleon Police Auxiliary and also to Mike Foreman who served on the Napoleon Police Department for 23 years as a full time Patrolman.
Approval of Minutes	Hearing no objections or corrections, the minutes from the January 7, 2019 City Council Meeting and January 17, 2019 Special Council Meeting stand approved as presented.
Citizen Communication	None.
Committee Reports	Chairman Sheaffer reported the Electric Committee met on January 14, 2019 and approved the PSCAF for January 2019. Water, Sewer, Refuse, Recycling and Litter Committee January meeting was canceled at the direction of the chair. The Municipal Properties, Buildings, Land Use and Economic Development Committee met on January 14 with Chairman Siclair reporting discussion on Clairmont Avenue was tabled and the committee recommended Just Busch Investments CRA Agreement to Council. Parks and Rec Committee did not meet earlier tonight due to a lack of agenda items.
Introduction of Resolution No. 002-19 AMP Operations and Maintenance Agreement	Council President Pro-Tem Baer read by title 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.

Roll call vote to approve First Read of Resolution No. 004-19:
Yea-Mires, Haase, Siclair, Comadoll, Baer, Sheaffer
Nay-

Council President Pro-Tem Baer read by title **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 No. 6; and Declaring an Emergency.

Motion: Haase Second: Sheaffer
to approve First Read of Resolution No. 005-19.

Mazur stated this project is requesting a 50% tax abatement for 10 years, the project is to put apartments in on Trail Drive.

Roll call vote to approve First Read of Resolution No. 005-19
Yea-Mires, Haase, Siclair, Comadoll, Baer, Sheaffer
Nay-

Council President Pro-Tem Baer read by title **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 No. 7; and Declaring an Emergency.

Motion: Comadoll Second: Haase
to approve First Read of Resolution No. 006-19.

Mazur indicated this CRA Agreement is for a commercial/retail business and they are requesting a 50% tax abatement for 15 years.

Roll call vote to approve first read of Resolution No. 006-19:
Yea-Mires, Haase, Siclair, Comadoll, Baer, Sheaffer
Nay-

Council President Pro-Tem Baer read by title **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.

Motion: Sheaffer Second: Haase
to approve first read of Ordinance No. 007-19.

Mazur stated suspension of the rules is being requested on this legislation. Both Chief Mack and Chief O'Brien have been doing research on lateral transfers and the statistics show why there is a need. This has been discussed with both unions and they are in agreement, the Civil Service Commission approved the changes at their meeting on January 8, 2019. Lambert noted

Motion to Suspend the Rules on 007-19

Passed
Yea-6
Nay-0

Passed
Yea-6
Nay-0

Third Read
Ordinance No. 086-18
Golf Outing Fee

**Motion to Approve
Third Read of 086-18**

Discussion

Passed
Yea-6
Nay-0

January 2019 PSCAF

Discussion

Passed
Yea-6
Nay-0

Just Busch Investments CRA Agreement

U:\~ My Files\ - RECORDS CLERK\2019\COUNCIL\01 21 2019\01 21 2019 DRAFT MtgMinutes CityCouncil.docx

Motion to Direct Law Director to Draft Legislation

Passed
Yea-6
Nay-0

Williams Pump Station Plans and Specifications

Purchase Police Vehicle Off State Contract

Motion to Direct the Law Director to Draft Legislation

Passed
Yea-6
Nay-0

Purchase of Garbage Truck off State Contract

Motion to Approve Purchase of Garbage Truck

Passed
Yea-6
Nay-0

U:\~ My Files\ - RECORDS CLERK\2019\COUNCIL\01 21 2019\01 21 2019 DRAFT MtgMinutes CityCouncil.docx

Passed
Yea-6
Nay-0

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

Around the Table
Mazur

We received an invite to the annual meeting being held on February 20th we get one table that seats six, I will be at AMP Board meetings on that day. Maassel said he and Baer are on the CIC board, Lori is Chair of Municipal Properties Committee and should go, Mires and Haase said they will go and Bialorucki as Council President should attend. Mazur said we had our first Snow Emergency of the year and projected information on the screen showing the difference between the snow Levels 1, 2, and 3 and the snow plowing priority map, he said this information will be put in your next council packet in case you are asked questions. The road crews did a great job.

Harmon

Nothing for tonight.

Haase

The money realized from sale of the NCTV equipment will that be used to pay for the camera in here? Mazur responded we did not renew our contract for \$18,000 with the schools, we did use \$5,000 to buy the camera. This is the first meeting being posted to YouTube. The funds from the sale of the equipment will go to the general fund account. Haase continued, good job on the streets.

Mires

Great job Jeff (Rathge) to your people for what they have done you did a good job out there. If you are bored on Saturday, Napoleon Alive is having their Winter Fest on Saturday from 7:00 pm -11:00 pm at the Armory tickets are available at the door. It is a good fundraiser for Napoleon Alive.

Sheaffer

I'll re-echo thanks to the troops for getting everything cleared out, appreciate it.

Maassel

Next Monday the Personnel Committee is scheduled to meet to review the applications for City Finance Director, the meeting was scheduled in the evening; however, Napoleon Area Schools is having an informational meeting for potential candidates for Superintendent, I believe in addition to myself, Joel and Chief Mack are invited, can we do the Personnel Committee meeting at 12 noon? The agenda will be meet and go into Executive Session on Monday, January 28th at 12 Noon, right now we have a slim number of candidates at four.

Great jobs on the roads.

I will give the State of the City at the full Council meeting on February 4th.

Baer

Thank you for your work on the streets, good job!

Is there an agenda for the Safety and Human Resources Committee meeting for next Monday? Mazur, yes the Water Treatment Plant Assistant

Comadoll

Siclair

Peddicord

**Motion to Go Into
Executive Session for
Compensation Personnel**

Passed
Yea-6
Nay-0

Council went into Executive Session at 8:10 pm.

Motion to Come Out of Executive Session for Compensation Personnel

Passed
Yea-6
Nay-0

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

Council President Pro-Tem Baer reported no action was taken.

Approve Payment of Bills and Financial Reports

Motion to Adjourn

U:\~ My Files\ - RECORDS CLERK\2019\COUNCIL\01 21 2019\01 21 2019 DRAFT MtgMinutes CityCouncil.docx

Passed
Yea-6
Nay-0

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

Adjournment

The City Council meeting was adjourned at 8:49 pm.

Approved:

February 04, 2019

Joseph D. Bialorucki, Council President

Jason P. Maassel, Mayor

Roxanne Dietrich, Interim Clerk of Council

DRAFT

RESOLUTION NO. 008-19

A RESOLUTION AUTHORIZING A COMMUNITY REINVESTMENT AREA (CRA) AGREEMENT BETWEEN THE CITY OF NAPOLEON, OHIO, AND JUST BUSCH INVESTMENTS, LLC WITHIN NAPOLEON CRA #2; 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 January 6, 1986, by Resolution 3-86 designated an area (CRA 2) as a Community Reinvestment Area pursuant to Ohio Revised Code Chapter 3735; and,

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

WHEREAS, the Director of Development certified the area as a community reinvestment area known as Zone No. 069-53550-04 (the "Area"); and,

WHEREAS, Just Busch Investments, LLC made application that will involve a total capital investment in real property currently estimated at \$335,000.00, plus or minus ten percent (10%), in restoration of a historical building at the site located on parcel number 41-009421.3940, 130 East Clinton Street, Napoleon, Ohio; and,

WHEREAS, it was recommended that Just Busch Investments LLC receive a one hundred percent (100%) 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 Just Busch Investments LLC, in substantially the form as being currently on file with the City Finance Director, Agreement No. 05-19, 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 at the earliest time permitted by law. Further, the Emergency Clause is necessary to begin the construction process in a timely manner, and for further reasons as stated in the Preamble hereof.

Passed: _____
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. 008-19 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

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 3735.67l(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)

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

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

Just Busch Investments, LLC
Enterprise Name

Julie M. Busch
Contact Person

821 Haley Ave., Napoleon, OH 43545
Address

419-579-0357 (cell)
Telephone Number

- b. Project site:

Julie M. Busch
Contact Person

130 E. Clinton, Napoleon, OH 43567
Address

419-592-5000 (work)
Telephone Number

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

Retail/Event Center

- 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.

Julie M. Busch

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

4

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

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):

(both permanent) 2-Full Time / 2 - Part Time

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 ☒

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

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 ☒

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: _____

7. Project will begin December 28, 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):

2 - Full Time / 2-Part Time

b. State the time frame of this projected hiring: March - 2019 yrs.

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

March 2019 (all permanent)

9. a. Estimate the amount of annual payroll such new employees will add \$ 12,000-20,000
(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: \$ 15,000

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

A. Acquisition of Buildings:	\$ <u>60,000</u>
B. Additions/New Construction:	\$ <u>130,000</u>
C. Improvements to existing buildings:	\$ <u>120,000</u>
D. Machinery & Equipment:	\$ <u>0</u>
E. Furniture & Fixtures:	\$ <u>20,000</u>
F. Inventory:	\$ <u>5,000</u>
Total New Project Investment:	\$ <u>335,000</u>

11. a. Business requests the following tax exemption incentives: 50 % for 10 years covering real _____ as described above. Be specific as to the rate, and term.

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

Restoring a Historical Building is challenging and has added expenses. We have cut through the concrete to run new

plumbing, taken down walls and ceilings, etc. etc.

Submission of this application expressly authorizes Joel Mazur 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.

Julie M. Busch

Name of Property Owner

Julie M. Busch

Digitally signed by Julie M. Busch
Date: 2018.12.21 12:42:21 -05'00'

Signature

12-21-2018

Date

Julie M. Busch Owner

Typed Name and Title

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

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

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

Appendix "B"

THE IMPROVEMENTS

The Project will involve a total capital investment in real property 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		



City of *NAPOLÉON* Ohio

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

Mayor
Jason Maassel

Members of Council

PRESIDENT:
Joseph Bialorucki

PRESIDENT PRO-TEM:
Daniel Baer

Travis B. Sheaffer
Jeff Comadoll
Kenneth Haase
Jeff Mires
Lori Siclair

City Manager
Joel L. Mazur

Finance Director
Gregory J. Heath

Law Director
Billy D. Harmon

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

CERTIFICATION

January 11, 2019

EMAIL/U.S. MAIL

Board of Education
Napoleon Area City School District
701 Briarheath Ave.
Napoleon, OH 43545

Re: Community Reinvestment Area Application- Just Busch Investments LLC

Dear Board of Education:

I write to inform the Board of Education that the City of Napoleon intends to approve an Application and Agreement for Just Busch Investments, LLC pertaining to Community Reinvestment Area No. 2 located in the area of what is known as 130 E. Clinton St., Napoleon, Ohio, more specifically described in the attached Application.

A Community Reinvestment Area is authorized pursuant to Chapter 37 of the Ohio Revised Code and is a tax incentive for persons or entities in an area in which housing facilities or structures of historical significance are located, and in which new construction or repair of existing facilities has been discouraged. The City established the Community Reinvestment Area No. 2 in hopes to create public and private sector partnership intended to promote and expand conforming uses in the designated area.

The percentage of the tax exemption on the increase in the assessed valuation resulting from improvements to commercial and industrial real property and the terms of those exemptions are to be negotiated on a case-by-case basis in advance of the construction or remodeling occurring according to the rules outlined in the ORC 3735.67. The results of the negotiation as approved by City Council will be set in writing in a Community Reinvestment Area Agreement as outlined in ORC 3735.671; if such an Agreement is subject to approval by the Board of Education of the School District within the territory of which the property is or will be located, the Agreement shall not be formally approved by the legislative authority until the Board of Education approves the Agreement in the manner prescribed by that section. The Application and Agreement are not subject to Board approval.

Since this proposed Agreement requires notification of the Board, the City is requesting that the Board waive the notice requirements as required by ORC sections 3735.671 and 5709.671 and 5709.83.

Finally, the City intends to utilize the Agreement in substantially the form as presented for the commercial development to be developed by Just Busch Investments, LLC. Should you have any questions or comments, please do not hesitate to contact my office.

Sincerely,



Joel L. Mazur
City Manager/Housing Officer

Attachments

cc: City Council and Mayor

I, as Interim Finance Director/Interim Clerk of Council for the City of Napoleon, certify that a copy of this Letter and Application was mailed to the Board of Education of Napoleon Area City School District this 11th day of January, 2019.



Christine Peddicord
Interim Finance Director



City of *NAPOLÉON* Ohio

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

Mayor
Jason Maassel

Members of Council

PRESIDENT:
Joseph Bialorucki

PRESIDENT PRO-TEM:
Daniel Baer

Travis B. Sheaffer
Jeff Comadoll
Kenneth Haase
Jeff Mires
Lori Siclair

City Manager
Joel L. Mazur

Finance Director
Gregory J. Heath

Law Director
Billy D. Harmon

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

CERTIFICATION

January 11, 2019

EMAIL/U.S. MAIL

Board of Education
Four County Career Center
22900 State Route 34
Archbold, OH 43502

Re: Community Reinvestment Area Application- Just Busch Investments LLC

Dear Board of Education:

I write to inform the Board of Education that the City of Napoleon intends to approve an Application and Agreement for Just Busch Investments, LLC pertaining to Community Reinvestment Area No. 2 located in the area of what is known as 130 E. Clinton St., Napoleon, Ohio, more specifically described in the attached Application.

A Community Reinvestment Area is authorized pursuant to Chapter 37 of the Ohio Revised Code and is a tax incentive for persons or entities in an area in which housing facilities or structures of historical significance are located, and in which new construction or repair of existing facilities has been discouraged. The City established the Community Reinvestment Area No. 2 in hopes to create public and private sector partnership intended to promote and expand conforming uses in the designated area.

The percentage of the tax exemption on the increase in the assessed valuation resulting from improvements to commercial and industrial real property and the terms of those exemptions are to be negotiated on a case-by-case basis in advance of the construction or remodeling occurring according to the rules outlined in the ORC 3735.67. The results of the negotiation as approved by City Council will be set in writing in a Community Reinvestment Area Agreement as outlined in ORC 3735.671; if such an Agreement is subject to approval by the Board of Education of the School District within the territory of which the property is or will be located, the Agreement shall not be formally approved by the legislative authority until the Board of Education approves the Agreement in the manner prescribed by that section. The Application and Agreement are not subject to Board approval.

Since this proposed Agreement requires notification of the Board, the City is requesting that the Board waive the notice requirements as required by ORC sections 3735.671 and 5709.671 and 5709.83.

Finally, the City intends to utilize the Agreement in substantially the form as presented for the commercial development to be developed by Just Busch Investments, LLC. Should you have any questions or comments, please do not hesitate to contact my office.

Sincerely,



Joel L. Mazur
City Manager/Housing Officer

Attachments

cc: City Council and Mayor

I, as Interim Finance Director/Interim Clerk of Council for the City of Napoleon, certify that a copy of this Letter and Application was mailed to the Board of Education of Four County Career Center this 11th day of January, 2019.



Christine Peddicord
Interim Finance Director

RESOLUTION NO. 009-19

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OVER TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) FOR THE PURPOSE OF PURCHASING A 2019 FORD INTERCEPTOR SUV FOR THE CITY OF NAPOLEON POLICE DEPARTMENT, AND TO SOLE SOURCE SAID PURCHASE TO STATEWIDE FORD; AND DECLARING AN EMERGENCY

WHEREAS, the purchase of a replacement Police Department vehicle was included in the 2019 Master Bid Resolution passed by Council on December 21, 2018, Resolution No. 079-18; and,

WHEREAS, the cost to purchase said vehicle and install the required systems exceeds \$25,000.00; and,

WHEREAS, Ford is not offering 2019 police vehicles due to a change in body style until the latter half of 2019 and at a much higher cost; and,

WHEREAS, the current quoted cost from Statewide Ford is valid for the purchase of the requested replacement vehicle with required equipment; and,

WHEREAS, the City of Napoleon desires to sole source the purchase of the outfitted vehicle to Statewide Ford based on the limited availability of the vehicle outfitted with the required systems, and this being the best and lowest price; and,

WHEREAS, based on all the foregoing, it is the opinion of this Council that it is in the best interest of the City of Napoleon to eliminate the necessity for competitive bidding, as permitted in Article VI, Section 6.05 of the Charter of the City of Napoleon; **Now Therefore**,

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

Section 1. That, the City of Napoleon authorizes the expenditure of funds in excess of \$25,000.00 to purchase a replacement Police Department vehicle outfitted with the required systems, as included in the 2019 Master Bid Resolution.

Section 2. That, due to limited availability and the lowest and best price, Council finds it to be in the best interest of the City to eliminate the necessity for competitive bidding.

Section 3. That, the City Manager is authorized to enter into a Contract with Statewide Ford for the purchase of said vehicle.

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

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

Section 6. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to meet the time requirements necessary for the legislation to take effect before the October 1, 2016 purchase deadline; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law. Further, the Emergency Clause is necessary to begin the purchasing 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 of the City of Napoleon, do hereby certify that the foregoing Resolution No. 009-19 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

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:	INDICATE CITY/STATE OF MANUFACTURER:		
180 DAYS A.R.O. (SEE IV.A.)	Chicago, IL		
CONTRACTOR:	MFG:	MODEL:	MODEL NUMBER:
Lebanon Ford	Ford	Police Utility	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, Norsesea 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

ORDINANCE NO. 010-19

AN ORDINANCE TO APPROVE CURRENT NOVEMBER 2018 REPLACEMENT PAGES TO THE NAPOLEON CODIFIED ORDINANCES

WHEREAS, certain provisions within the Codified Ordinances should be amended to conform with current State law as required by the Ohio Constitution; and

WHEREAS, various ordinances of a general and permanent nature have been passed by Council which should be included in the Codified Ordinances; and

WHEREAS, the City has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish such revision which is before Council; Therefore,

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

Section 1. That, the Ordinances of the City of Napoleon, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections within the April 2018 Replacement Pages to the Codified Ordinances are hereby approved and adopted; such having been certified as correct by the Clerk of Council and the Mayor.

Section 2. That, among others, the following sections and chapters are hereby added, amended or repealed as respectively indicated in order to comply with current State law.

Traffic Code

Enforcement, Impounding and Penalty
Traffic Control Devices
Operation Generally
OVI; Willful Misconduct; Speed
Safety and Equipment
Commercial and Heavy Vehicles
Pedestrians
Bicycles and Motorcycles

General Offenses Code

Animals and Fowl

Streets, Utilities and Public Services Code

Water and Sewer Service

Planning and Zoning Code

Subdivision Regulations

Building Code

Administration and Enforcement

Section 3. That, the complete text of all current Codified changes are set forth in the current replacement pages to the City of Napoleon's Codified Ordinances, said pages which are attached to this Ordinance as Exhibit "A." Any summary publication of this Ordinance shall include a complete listing of these sections. Notice of adoption of each new section by reference to its title shall constitute sufficient publication of new matter contained therein.

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, 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:

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. 010-19 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

CITY OF NAPOLEON, OHIO

RESOLUTION NO. 011-19

**A RESOLUTION AMENDING RESOLUTION 066-18 AND RESOLUTION 001-19
AS IT PERTAINS TO MILLAGE AND BALLOT LANGUAGE; AND
DECLARING AN EMERGENCY**

WHEREAS, the Ohio Secretary of State is mandating minor changes and corrections to the millage numbers listed in City of Napoleon Resolution 066-18 and Resolution 001-19 and to the ballot language included in Resolution 001-19 in order 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; **Now Therefore**,

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NAPOLEON,
COUNTY OF HENRY, OHIO (AT LEAST TWO THIRDS OF ITS MEMBERS
CONCURRING) THAT:**

Section 1. That the following amendments to Resolution 066-18 are hereby made:

Section 1 of Resolution 066-18 shall now read as follows: That, it is necessary to levy an additional property tax, upon the entire territory of the City Of Napoleon, in excess of the ten-mill limitation for the benefit of the City of Napoleon for the purpose of providing additional funds for parks and recreational purposes as described in Section 5705.19(H) of the Ohio Revised Code at a rate not exceeding 1.9 mills for each one dollar (\$1.00) of valuation, which amounts to ~~sixty-seven thousandths cents (\$0.067)~~ **nineteen cents (\$0.19)** for each one hundred dollars (\$100.00) of valuation, for a period of twenty (20) years, and which levy is an additional tax levy of 1.9 mills, with the additional levy commencing in the tax year 2019, first due and/or collected in calendar year 2020.

Section 2. That the following amendments to Resolution 001-19 are hereby made:

Section 2 of Resolution 001-19 shall now read as follows: That, it is necessary to levy an additional property tax, upon the entire territory of the City Of Napoleon, in excess of the ten-mill limitation for the benefit of the City of Napoleon for the purpose of providing additional funds for parks and recreational purposes as described in Section 5705.19(H) of the Ohio Revised Code at a rate not exceeding 1.9 mills for each one dollar (\$1.00) of valuation, which amounts to ~~sixty-seven thousandths cents (\$0.067)~~ **nineteen cents (\$0.19)** for each one hundred dollars (\$100.00) of valuation, for a period of twenty (20) years, and which levy is an additional tax levy of 1.9 mills, with the additional levy commencing in the tax year 2019, first due and/or collected in calendar year 2020.

Section 4 of Resolution 001-19 shall now read as follows: That, it is hereby declared the form of the ballot to be used at said primary election shall be substantially as follows:

PROPOSED TAX LEVY (ADDITIONAL)
CITY OF NAPOLEON

A majority affirmative vote is necessary for passage

An additional tax for the benefit of the City of Napoleon for the purpose of providing additional funds for parks and recreational purposes at a rate not exceeding one and nine tenths (1.9) mills for each one dollar (\$1.00) of valuation, which amounts to ~~sixty-seven thousandths cents (\$0.067)~~ **nineteen cents (\$0.19)** for each one hundred dollars (\$100.00) of valuation, for a period of twenty (20) years, beginning in tax year 2019, to first be collected in calendar year 2020.

	FOR THE TAX LEVY
	AGAINST THE TAX LEVY

Section 3. That Resolution 066-18 and 001-19 are hereby amended as described above.

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, the City of Napoleon Clerk is hereby directed to certify a copy of this Resolution to the Board of Elections AND to the County Auditor no later than February 6, 2019.

Section 6. 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 7. That, the Resolution is an emergency measure necessary for the health, safety, and welfare of the citizens of Napoleon, Ohio for reason that the deadline for tax levies is near and the Resolution needs to be effective immediately upon its passage.

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 of the City of Napoleon, do hereby certify that the foregoing Ordinance No. 001-19 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. 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:

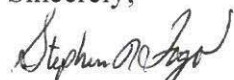
As you know, the Napoleon Area City Schools has a long-standing partnership with the City of Napoleon regarding the district's production and broadcasting of a community public broadcasting channel (NCTV5). Due to the City's partnership, literally hundreds of students have had hands-on experience with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

FW: NCTV

Joel L. Mazur

Thu 1/31/2019 4:46 PM

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

Rox,

Can you please add this into the packet re: NCTV.

Thanks.

Joel Mazur
City Manager
City of Napoleon
Office: (419) 592-4010
Mobile: (419) 591-8038

From: kenandchar [mailto:kenandchar@roadrunner.com]
Sent: Saturday, January 26, 2019 4:27 PM
To: Joel L. Mazur <jmazur@napoleonohio.com>
Subject: NCTV

Read where you pulled contract for public access channel.

Wanted to let you know that we have always sort of planned on housing the public access channel in the Civic Center. Hopefully along with a low watt community radio station.

We have a room for just such an operation in the Phase One sector when we get that up and running. I would suggest you not sell any of the equipment.

I taught television production with the high school for 10 years and ran NCTV. I have many ex students scattered about the community who have all expressed an interest in help/volunteering/running channel 5 for the community. We need to talk. Don't sell anything!!!!

Ken Neuesnchwander

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 at the earliest time permitted by law. Further, the Emergency Clause is necessary to begin the construction process in a timely manner, and for further reasons as stated in the Preamble hereof.

Passed: _____
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, 2029, 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, 2029.

(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, upon notification to the School District and 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, 2030, nor shall extend beyond December 31, 2040. 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 "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

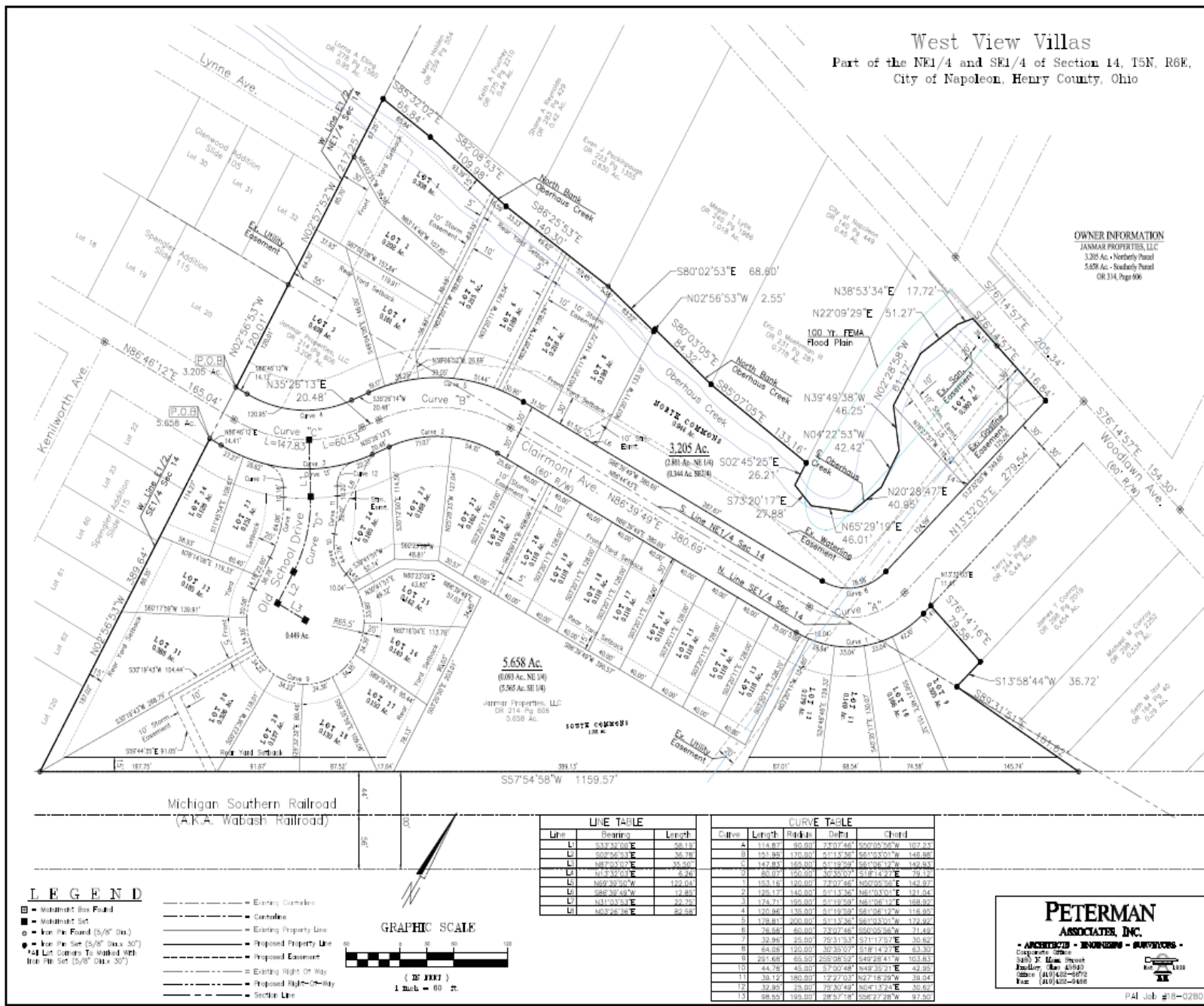
Tax Parcel # 41-1401420000

Township: Napoleon

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

Appendix "D"

PROPERTY PLAT



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, T8N, 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 an 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 Southeasterly 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 120.95 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, T8N, 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 5.565 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
Peterrman Associates, Inc.

Dated

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 mooring 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 Mar Properties LLC

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

Shirley Gibson 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 - villas - 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.

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 at the earliest time permitted by law. Further, the Emergency Clause is necessary to begin the construction process in a timely manner, and for further reasons as stated in the Preamble hereof.

Passed: _____
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
1045 N. Main St., Suite 7B	
Bowling Green, OH 43402	
<u>Address</u>	<u>(419) 360-7991</u>
	Telephone Number

- b. Project site:

<u>760, 780 Trail Drive</u>	<u>Steve Green</u>
760 Trail Drive	Contact Person
780 Trail Drive	
Napoleon, OH 43545	
<u>Address</u>	<u>(419) 360-7990</u>
	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 ☒
 - b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes ☐ No ☒
 - 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 ☒
 - 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

7/27/18

Date



Signature

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 at the earliest time permitted by law. Further, the Emergency Clause is necessary to begin the construction process in a timely manner, and for further reasons as stated in the Preamble hereof.

Passed: _____
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:		\$2,100,000 _____

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

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.

Dan Ridi
Name of Property Owner

1/3/19
Date

Dan Ridi
Signature

President

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 \$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 #s: 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

CHANGE ORDER

No. 6

PROJECT

2018 Downtown Improvements Project

DATE OF ISSUANCE

January 16, 2019

OWNER

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

CONTRACTOR

Vernon Nagel, Inc.
O-154 Co. Rd. 11C
Napoleon, Ohio 43545

ENGINEER

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

CONTRACT FOR: 2018 Downtown Improvements

You are hereby directed to proceed promptly with the following change(s):

DESCRIPTION: to balances quantities on the project

Attachments (List Documents Supporting Change)

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

Method of Determining Change In

CONTRACT PRICE

- ☐ Time and Materials
☒ Unit Prices
☐ Cost Plus Fixed Fee
☐ Other

Estimated Increase/~~Decrease~~ in

CONTRACT PRICE \$131,562.52

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

Recommended

City of Napoleon

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

Approved

City of Napoleon

Joel Mazur, City Manager

Method of Determining Change In

CONTRACT TIME

- ☐ Contractor's Records
☐ Engineer's Records
☐ Other

Estimated Increase/Decrease in

CONTRACT TIME N/A days

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

Accepted

Vernon Nagel, Inc. Contractor

by: _____

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

\$1,077,098.77
\$131,562.52
\$1,208,661.29



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
Chris Peddicord, Interim Finance Director
Date: January 16, 2019
Subject: Downtown Improvements Phase II ~ Change Order
No. 6 - Pay Item Overages

The above referenced project is mostly complete. The only major remaining items on the project are Mobilization and the items associated with staining the stamped concrete. While working with the contractor to pay out major portions of the project, I discovered that many of the pay items exceeded plan quantity.

Originally this project was much larger; it included new waterline, concrete parking, concrete sidewalks, and resurfacing on N. Perry Street north of Oakwood Avenue. One week prior to bidding we were directed to modify the project by deleting all of the work north of Oakwood Avenue on N. Perry Street. The plans were modified by establishing everything north of Oakwood Avenue on N. Perry Street as an Alternate Bid. With that change, the quantities had to be adjusted.

During construction we were not able to terminate every item at the "Line on Paper" which established the Base Bid/Alternate Bid location on the plans. There were also several field modifications required during the course of the project. The most significant field modification was that the soil conditions under the pavement were not suitable for digging narrow trenches. This caused the contractor to dig wider trenches, which increased the amount of pavement (asphalt & concrete). The increase/decrease by fund is as follows:

Roadway*	400.5100.57500	\$99,493.82
*\$1,618.65 was reimbursed through an insurance claim from a traffic accident		
Sanitary Sewer	521.6310.57800	-\$7,710.00
Storm Sewer	521.6310.57900	\$4,029.00
Waterline	511.6210.57700	\$28,965.00
Electric	500.6110.57300	\$6,784.70
		Total: \$131,562.52

Inclusion of this change order will bring the projected project total cost to \$1,208,661.29. This is approximately 17% over the original bid. I am requesting that Council approve Change Order No. 6 in the amount of \$131,562.52 to allow us to balance the quantities for this project. The remainder of the project will be finished when the weather permits the staining of the stamped concrete.

CEL

City of Napoleon
2018 DOWNTOWN IMPROVEMENTS
Quantity Over Project Limits
January 17, 2019

				Vernon Nagel, Inc. O154 County Road 11C Napoleon, OH 43545 (419) 592-3861		
ITEM NO.	DESCRIPTION	QUANTITY DIFFERENCE	UNIT	UNIT PRICE	SUBTOTAL	JUSTIFICATION
ROADWAY						
1	Cold Planing (1 1/2" To 2" Deep)	881.00	SY	\$5.00	\$4,405.00	Extended Monroe Intersection & Clinton Length
2	Tack Coat @ 0.05 GAL/SY	275.00	GAL	\$1.95	\$536.25	Extended Monroe Intersection & Clinton Length
3	12" Concrete Base	521.00	SY	\$90.00	\$46,890.00	Trench Width in most areas was wider than designed
4	4 1/2" Asphalt Concrete Intermediate Course (ODOT 448 Type 2 Medium, PG64-22)	179.95	TON	\$162.60	\$29,259.87	Plan Quantity Wrong
5	2" Asphalt Concrete Surface (ODOT 441 Type 1, (448),PG64-22)	206.47	TON	\$90.00	\$18,582.30	Extended Monroe Intersection & Clinton Length
6	Concrete Curb Removal	352.05	LF	\$2.50	\$880.13	Extra @ Monroe, Oakwood, & PNC Drive thru
7	Concrete Pavement & Walk Removal	3648.64	SF	\$4.00	\$14,594.56	Extra @ church & PNC on W. Clinton / St. Aug. Curb Ramps / Armory Drive
8	Subgrade Compaction (Walk-Behind Plate Tamp Only)	-166.00	SY	\$1.50	-\$249.00	
9	Roadway Excavation - Undercutting Contingency	-100.00	CY	\$30.00	-\$3,000.00	
10	4" Concrete Walk With 4" Crushed Aggregate Base (O.D.O.T. 411)	6969.79	SF	\$7.00	\$48,788.53	Original Qty. Wrong / Extra @ Monroe
11	6" Concrete Walk With 6" Crushed Aggregate Base (O.D.O.T. 411)	-4165.15	SF	\$9.00	-\$37,486.35	Original Qty. Wrong / Extra @ Church on W. Clinton
12	8" Plain Portland Cement Concrete Pavement With 6" Crushed Aggregate Base (ODOT 304)	22.00	SY	\$100.00	\$2,200.00	PNC Drive Thru Extra
13	Decorative Brick Stamped Concrete w/Topical Stain	-68.00	LF	\$25.00	-\$1,700.00	
14	Decorative Brick Stamped Colored Concrete w/Integral Stain	-6.00	LF	\$25.00	-\$150.00	
15	Clean & Stain New Brick Stamped Concrete & Restain Existing	-2500.00	LF	\$5.00	-\$12,500.00	
16	Type 6 Concrete Curb	577.05	LF	\$22.00	\$12,695.10	Extra for Stm. Work & Water Services not shown on plans / Monroe Curb Ramps Extra / PNC Drive Thru Extra
17	Handicap Ramp with with ADA Truncated Dome Detectable Warning Strips	6.00	EA	\$500.00	\$3,000.00	Plan Quantity Wrong Plus Added Monroe
18	6" Corrugated Polyethylene Tubing With Filter Sock (Including All Fittings & No. 8 Stone Fill)	-575.00	LF	\$12.00	-\$6,900.00	
19	Telecommunications Manhole Adjust To Grade (Reuse Existing Castings)	-1.00	EA	\$1,000.00	-\$1,000.00	
20	Tree Pit, Casting & Grating	0.00	EA	\$1,800.00	\$0.00	
21	Centerline Stripe, Type 1, (Double Yellow)	0.00	MI	\$5,500.00	\$0.00	
22	Channelizing Line, White	-10.00	LF	\$1.00	-\$10.00	
23	Stop Line, Type 1, (24")	53.00	LF	\$4.00	\$212.00	Added 1 Ea. On W. Clinton & 1 Ea. on Scott
24	Crosswalk Line, Type 1, (24" x 6' Bars)	252.00	LF	\$3.00	\$756.00	Did Not Use Double Rail / Extra @ Shelby & Monroe

City of Napoleon
2018 DOWNTOWN IMPROVEMENTS
Quantity Over Project Limits
January 17, 2019

				Vernon Nagel, Inc. O154 County Road 11C Napoleon, OH 43545 (419) 592-3861		
ITEM NO.	DESCRIPTION	QUANTITY DIFFERENCE	UNIT	UNIT PRICE	SUBTOTAL	JUSTIFICATION
25	Crosswalk Line, Type 2, (6" Double Rail)	-375.00	LF	\$1.00	-\$375.00	
26	Lane Arrow, White	0.00	EA	\$55.00	\$0.00	
27	Combined Arrow, Type 1	0.00	EA	\$65.00	\$0.00	
28	Parking Stall Marking, Type 1, Single White	906.00	LF	\$1.00	\$906.00	Plan Qty. Wrong
29	Curb Marking, Type 1	242.50	LF	\$1.00	\$242.50	Painted Added Curb Ramps / Extra @ Perry & Clinton
30	Handicapped Space, Painted Blue With White Symbol, Type 1	3.00	EA	\$200.00	\$600.00	Plan Qty. Wrong
31	Railroad Crossing Marking	0.00	EA	\$0.00	\$0.00	
32	School Zone Marking	0.00	EA	\$200.00	\$0.00	
33	3" Topsoil, Hauled & Placed	30.70	CY	\$75.00	\$2,302.50	No Quantity in Plans
34	Fertilizer, Seeding, & Mulching	196.50	SY	\$12.00	\$2,358.00	No Quantity in Plans
35	Signage (Includes Installation of New Signs, Posts & Hardware)	0.00	LS	\$12,000.00	\$0.00	
36	Construction Layout Stakes	0.00	LS	\$4,000.00	\$0.00	
37	Maintenance of Traffic	0.00	LS	\$2,500.00	\$0.00	
38	Mobilization	-0.20	LS	\$15,000.00	-\$3,000.00	
39	Stormwater Pollution Prevention Plan	-1.00	LS	\$1,650.00	-\$1,650.00	
				\$121,188.39		
SANITARY SEWER						
40	Manhole Removal	0.00	EA	\$900.00	\$0.00	
41	Manhole Adjust To Grade (With New Casting & Lid Marked "Sanitary")	0.00	EA	\$750.00	\$0.00	
42	Manhole Reconstruct To Grade (With Standard Cone Section, New Casting & Lid Marked "Sanitary")	-1.00	EA	\$1,600.00	-\$1,600.00	
43	Manhole Lining (See Manhole Schedule In Plans)	-26.00	VF	\$235.00	-\$6,110.00	
				-\$7,710.00		
STORM SEWER						
44	2'x3' Curb Inlet With Casting & Grate	-1.00	EA	\$1,500.00	-\$1,500.00	
45	Catch Basin Removal	-1.00	EA	\$250.00	-\$250.00	
46	Catch Basin Adjust To Grade (With New Casting & Grate)	-1.00	EA	\$1,200.00	-\$1,200.00	
47	48" Manhole With Standard Cone, Casting & Lid Marked "Storm"	1.00	EA	\$3,000.00	\$3,000.00	One called out as Catch Basin but was Manhole with Vented Lid
48	Manhole Removal	4.00	EA	\$500.00	\$2,000.00	One called out as Catch Basin but was Manhole with Vented Lid / Original Qty. Wrong

City of Napoleon
2018 DOWNTOWN IMPROVEMENTS
Quantity Over Project Limits
January 17, 2019

				Vernon Nagel, Inc. 0154 County Road 11C Napoleon, OH 43545 (419) 592-3861		
ITEM NO.	DESCRIPTION	QUANTITY DIFFERENCE	UNIT	UNIT PRICE	SUBTOTAL	JUSTIFICATION
49	Manhole Adjust To Grade (With New Casting & Lid Marked "Storm")	1.00	EA	\$0.00	\$0.00	No Quantity in Plans
50	Storm Sewer, Abandon (Fill with Grout)	82.00	LF	\$15.00	\$1,230.00	
51	6" PVC ASTM D3034 SDR 35, Storm (Type B)	6.00	LF	\$75.00	\$450.00	No Quantity in Plans
52	6" PVC ASTM D3034 SDR 35, Storm (Type C)	0.00	LF	\$50.00	\$0.00	No Quantity in Plans
53	8" PVC ASTM D3034 SDR 35, Storm (Type B)	33.00	LF	\$78.00	\$2,574.00	No Quantity in Plans
54	8" PVC ASTM D3034 SDR 35, Storm (Type C)	0.00	LF	\$55.00	\$0.00	No Quantity in Plans
55	12" PVC ASTM D3034 SDR 35, Storm (Type B)	-27.00	LF	\$75.00	-\$2,025.00	
56	15" PVC ASTM D3034 SDR 35, Storm (Type B)	0.00	LF	\$75.00	\$0.00	No Quantity in Plans
57	12"~45 Degree PVC Bend	0.00	EA	\$250.00	\$0.00	
58	12"~90 Degree PVC Bend	-1.00	EA	\$250.00	-\$250.00	
59	6" PVC Plug	0.00	EA	\$60.00	\$0.00	No Quantity in Plans
60	12" PVC Plug	0.00	EA	\$175.00	\$0.00	No Quantity in Plans
					\$4,029.00	
WATERLINE						
61	Fire Hydrant Assembly with Storz Connection, Complete	0.00	EA	\$6,500.00	\$0.00	
62	1" on 8" Tapping Saddle with Corp Stop	2.00	EA	\$750.00	\$1,500.00	Field Adjustment
63	1-1/2" on 8" Tapping Saddle with Corp Stop	0.00	EA	\$850.00	\$0.00	
64	2" on 8" Tapping Saddle with Corp Stop	1.00	EA	\$1,000.00	\$1,000.00	Field Adjustment
65	1" Curb Valve with Box Assembly, Complete	-1.00	EA	\$550.00	-\$550.00	
66	1-1/2" Curb Valve with Box Assembly, Complete	0.00	EA	\$750.00	\$0.00	
67	2" Curb Valve with Box Assembly, Complete	1.00	EA	\$1,000.00	\$1,000.00	Field Adjustment
68	4" M.J. Gate Valve & Box Assembly, Complete	0.00	EA	\$2,000.00	\$0.00	
69	8" M.J. Gate Valve & Box Assembly, Complete	2.00	EA	\$2,500.00	\$5,000.00	Extra @ Monroe
70	6" Hydro-Stop Plugs (Including Concrete Restraint as Required)	1.00	EA	\$7,000.00	\$7,000.00	Extra on Monroe
71	8" Hydro-Stop Plugs (Including Concrete Restraint as Required)	0.00	EA	\$7,000.00	\$0.00	
72	8" Hydro-Stop Plugs (Reuse Existing Flange Sleeve)	-1.00	EA	\$6,000.00	-\$6,000.00	
73	6" on 6" Tapping Tee, Valve, & Box Assembly, Complete	-1.00	EA	\$3,500.00	-\$3,500.00	
74	8" on 8" Tapping Tee, Valve, & Box Assembly, Complete	-2.00	EA	\$3,800.00	-\$7,600.00	
75	4" 45 Degree M.J. Bend	2.00	EA	\$250.00	\$500.00	No Quantity in Plans
76	6" 45 Degree M.J. Bend	1.00	EA	\$250.00	\$250.00	Extra on Monroe

City of Napoleon
2018 DOWNTOWN IMPROVEMENTS
Quantity Over Project Limits
January 17, 2019

				Vernon Nagel, Inc. 0154 County Road 11C Napoleon, OH 43545 (419) 592-3861		
ITEM NO.	DESCRIPTION	QUANTITY DIFFERENCE	UNIT	UNIT PRICE	SUBTOTAL	JUSTIFICATION
77	8" 45 Degree M.J. Bend	6.00	EA	\$350.00	\$2,100.00	Extra on Monroe
78	8"x 4" M.J. Reducer	0.00	EA	\$600.00	\$0.00	No Quantity in Plans
79	8"x 6" M.J. Reducer	6.00	EA	\$350.00	\$2,100.00	Extra @ Monroe / Used to Cover Solid Sleeves
80	8"x 8"x 4" M.J. Tee	0.00	EA	\$800.00	\$0.00	
81	8"x 8"x 8" M.J. Tee	3.00	EA	\$1,200.00	\$3,600.00	1 - Plan Error / 2 - Extra Scott & Monroe
82	8" M.J. Plug	0.00	EA	\$300.00	\$0.00	
83	8" M.J. Cap	0.00	EA	\$300.00	\$0.00	
84	Fire Hydrant Removal	-1.00	EA	\$800.00	-\$800.00	
85	Existing Curb Box Removal	-1.00	EA	\$50.00	-\$50.00	
86	Water Valve Box Removal	-4.00	EA	\$100.00	-\$400.00	
87	Water Valve Box Adjusted To Grade	-6.00	EA	\$150.00	-\$900.00	
88	1" Type "K" Copper Service Line	-483.00	LF	\$40.00	-\$19,320.00	
89	1-1/2" HDPE Plastic Service Line	-7.00	LF	\$50.00	-\$350.00	
90	2" HDPE Plastic Service Line	76.00	LF	\$60.00	\$4,560.00	Plans Wrong for 2 services
91	4" AWWA C900 (Class 150 & DR18), Type B	4.00	LF	\$95.00	\$380.00	No Quantity in Plans
92	6" AWWA C900 (Class 150 & DR18), Type B	5.00	LF	\$250.00	\$1,250.00	
93	8" AWWA C900 (Class 150 & DR18), Type B	319.00	LF	\$125.00	\$39,875.00	Plan Quantity Wrong / Little Extra @ Monroe
94	8" AWWA C900 (Class 150 & DR18), Type C	-35.00	LF	\$48.00	-\$1,680.00	
					\$28,965.00	
ELECTRICAL						
95	Relocate Street Light Posts (Includes Installation Of Base, Pull Boxes & Wiring For Lights And Tree Pits)	0.00	LS	\$15,000.00	\$0.00	
					\$0.00	
TOTAL CHANGE:					\$146,472.39	

HENRY COUNTY AUDITOR

Remit To Code: 32 Pay To Name: NAPOLEON, CITY OF
 Invoice Number Inv. Date PO Number Description
 011419 01/14/2019 19-0000322 K9 fund *donation*

01/24/2019 0000088118
 Account Amount
 2390-1500-50130 \$1,500.00
 \$1,500.00

Remit To Code: 32 Pay To Name: NAPOLEON, CITY OF
 Invoice Number Inv. Date PO Number Description
 011419 01/14/2019 19-0000322 K9 fund

01/24/2019 0000088118
 Account Amount
 2390-1500-50130 \$1,500.00

\$1,500.00

CHECK IS VOID IF ANY OF THE FOLLOWING SECURITY FEATURES ARE ABSENT: ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER

HENRY COUNTY AUDITOR

660 NORTH PERRY STREET
 NAPOLEON, OHIO 43545
 (419) 592- 1956

CHECK NO.

0000088118

DATE

01/24/2019

The Henry County Bank

56-132-412

AMOUNT

\$1,500.00

PAY One Thousand Five Hundred *****00/100 Dollars

TO THE
 ORDER OF

NAPOLEON, CITY OF
 ACCOUNTS PAYABLE
 PO BOX 151
 NAPOLEON, OH 43545

VOID AFTER 60 DAYS



Kevin Garringer

KEVIN GARRINGER

RUB RED IMAGE. - DISAPPEARS WITH HEAT.

SEE BACK FOR TRUE WATERMARK

Security Features Included Details on back.

1-24-2019

\$50.00 cash donation
to the K9 unit from:

Joel, Amanda, Ace and Ziggy

CITY OF NAPOLEON UTILITY DEPARTMENT

Batch 40475
Sequence 4

Date 24 JAN 2019 Time 02:53PM

Account MGNIS
Name JOEL, AMANDA, ACE, ZIGGY
Document K9 DONATION

Pay Type CS
Refer

Amt Paid	50.00
Amt Tend	50.00
Change	0.00
400.0000.47000	50.00



City of Napoleon, Ohio

Department of Public Works

255 West Riverview Avenue, P.O. Box 151
Napoleon, OH 43545
Chad E. Luffs, 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. Luffs, P.E., P.S., Director of Public Works
cc: Mayor & City Council
Billy Harmon, City Law Director
Chris Peddicord, Interim City Finance Director
Date: February 1, 2019
Subject: GIS Implementation Project ~ Sole Sourcing

As part of the 2019 Budget, the City has allocated \$115,000.00 to move toward full implementation of our GIS. The Engineering Department has been working with Stantec Consulting Services, Inc. since 2013 to implement the system. As part of that implementation, a detailed report outlining how to proceed was prepared. The budgeted funds will cover the estimated costs for Phase 4 & 5 of a 5-Phase plan.

Stantec currently handles all of our GIS management. Because of Stantec's intimate knowledge of our infrastructure, their familiarity with our staff, their preparation of our plan, their experience managing our current system, and their implementation of Phases 1-3 of our plan, I am proposing to sole source this project to Stantec Consulting Services, Inc.

If approved for sole sourcing, I will negotiate a contract with Stantec. Once a contract is prepared, it will be brought back to Council for approval.

City of Napoleon, Ohio

CIVIL SERVICE COMMISSION

Special Meeting Agenda

Wednesday, February 06, 2019 at 4:30 pm

Location: Council Chambers, 255 West Riverview Avenue, Napoleon, OH

1. Request to Extend Deadline for Firefighter/Paramedic.
2. Any other matters to come before the Commission.
3. Adjournment.



Roxanne Dietrich
Interim Clerk of Council

City of Napoleon, Ohio

PERSONNEL COMMITTEE

Amended Meeting Agenda

Thursday, February 7, 2019 at 5:15 pm

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

1. Call to Order
2. Approval of Minutes: January 28, 2019. *(in the absence of any objections or corrections, the Minutes shall stand approved)*
3. To Consider the Appointment or Employment of a Public Employee or Official.
4. Adjournment.

Roxanne Dietrich
Interim Clerk of Council

[Reply](#) |  [Delete](#) [Junk](#) |  

Ohio Municipal League Legislative Bulletin


OL

Ohio Municipal League

Today, 12:38 PM

Roxanne Dietrich [Reply](#) | 

Inbox

[Unsubscribe](#)Having trouble viewing this email? [Click here](#)[Cities & Villages Magazines](#)[Join Our Mailing List](#)[OML Classified Ads](#)[Update Municipal Officials](#) ~ **New** [Send to a Colleague](#)

Legislative Bulletin

February 1, 2019

OML UPDATE AT-A-GLANCE

Here are the top three things you need to know from this past week:

- This week, Governor DeWine activated the Ohio National Guard's 172nd Cyber Security Protection Team to intercept and prevent an attempt to access the City of Akron's funds. Suspicious activity was reported on the city network this Tuesday, prompting the Akron Police Department to temporarily shut down critical city hardware and software. Mayor Horrigan requested the team be deployed to assist the FBI and the Ohio State Highway Patrol with the situation.
- The Bureau of Worker's Compensation announced Monday that 22 Ohio fire departments will collectively receive \$196,896 in grants to help them purchase specialized washing machines, fire station exhaust systems and other safety gear aimed at minimizing firefighter's exposure to carcinogens. The grants are from the BWC's Firefighter Exposure to Environmental Elements Program, which was created to help protect firefighters from carcinogens and other health hazards they might encounter in the line of duty.

 Reply |  Delete |  Junk |  ...

election. The measure, a proposed charter amendment that is called a "Bill of Rights for Lake Erie", cannot be legally reviewed by a board of election and cannot be blocked from the ballot based on an assessment of its sustainability. The charter amendment would grant citizens the right to pursue legal recourses for polluting or harmfully impacting Lake Erie.

APPEALS COURT UPHOLDS CENTRALIZED COLLECTION OF MUNICIPAL NET PROFITS

On Wednesday, the Tenth District Court of Appeals ruled to uphold the state centralized collection of municipal net profit business filings in a 2-1 decision. The ruling denied that the provision, which was included in the 2017-'18 state operating budget bill, HB 49, did not violate the single-subject rule due to the "interconnected nature of the municipal and state fiscal systems," according to Judge William Klatt and Judge Lisa Sadler. The single-subject rule dictates that a provision in a bill cannot differ from the bill's original subject.

The 160 cities and villages that joined the legal challenge to the state's centralized collection scheme also challenged the provision on the grounds of Home Rule. However, the court ruled that the Ohio Constitution "endows the General Assembly with the capability to circumscribe the imposition, raising, and collection of a municipal tax," according to another excerpt from the judgement.

The single dissenting vote came from Judge Gary Tyack who said that though he does not find most of the centralized collection provision problematic, he did disagree with the 0.5% administrative fee charged by the state as well as a penalty for municipalities failing to submit specific information to the tax commissioner within a certain timeframe. He said the 0.5% administrative fee was the state of Ohio charging municipalities a tax, and wrote in his dissent, "I do not believe the state of Ohio can legally tax municipalities. Nor do I believe the state of Ohio can legally seize and keep 50% of the net-profit tax due to a municipality, whether you call it a penalty or call it something else." He also expressed displeasure at the how the higher courts tend to rule on single-subject challenges.

While the League is disappointed in the court's ruling, we will continue to strive to build a stronger relationship between the state and its cities and villages and work to legislatively improve the system that has been plagued with significant complications for municipalities.

We will report to our members any future developments with the legal challenge.

GOVERNOR DEWINE ANNOUNCES ADVISORY COMMITTEE ON TRANSPORTATION INFRASTRUCTURE

This week, Governor Mike DeWine announced the creation of an advisory committee tasked with studying Ohio's current roadway conditions as well as recommending options to both maintain and strengthen the state's transportation infrastructure. The committee is made up of

 Reply |  Delete Junk |  ...

The committee includes:

Jim Aslanides, a former state lawmaker and president of the Ohio Oil & Gas Association
 Matthew Blair, Partner, Blair & Latell Co, LPA
 Nicole Busey, Tax Director, Indirect Tax Compliance & Planning, Marathon Petroleum
 Richard Dalton, Business Manager, International Union of Operating Engineers, Local 18
 Marcus Hanna, CFO, Castellini Management
 Ed Harmon, Chairman/President, NAI Harmon Group
 Akron Mayor Dan Horrigan
 Mike Jacoby, President & CEO, APEG
 Muskingum County Sheriff Matthew Lutz
 Caroline Ramsey, Communications & Intergovernmental Affairs, Honda
 Dean Ringle, Executive Director of the County Engineers Association of Ohio
 Kimberly Schwind, Senior Public Relations Manager, AAA
 Doug Sibila, President & CEO, Peoples Services, Inc.
 Taras Szmagala, Sr. Vice President, Eaton Corporation
 Maryn Weimer, Director of Mobility, Ohio Center for Automotive Research.

Governor DeWine expects the committee to report their recommendations by mid-February.

"Investing in Ohio's transportation network is also an investment in the future of Ohio's high-performance economy," said Governor DeWine in a statement released this week. "We must ensure that our transportation system is not only safe and reliable, but that it also strengthens our economy by offering accessibility for current and new businesses."

The FOR (Fix Our Roads) Ohio Coalition, of which the League is a member, applauded the creation of this advisory committee. In a statement, the coalition asserted the urgency of creating a committee like this, saying, "We are very concerned that Ohio's transportation needs, at the state and local levels, will not be met by the revenue streams that are currently available. We trust that the Governor's Advisory Committee will bring a focus to this issue and stimulate a productive discussion about potential solutions. A good transportation system is vital to our state's economy and the safety and well-being of its citizens."

The League also applauds Governor DeWine's decision to create this advisory committee, and we reassert the FOR Ohio Coalition's reminder that funding for the state's transportation infrastructure is imperative. We are grateful the Governor is calling attention to this important issue and we look forward to working alongside the administration and the rest of the coalition to ensure Ohio's roadways are safe, strong and fully funded for years to come.

Ohio Municipal League Meetings & Trainings

<u>Integrated Risk Management for Ohio Public Entities Seminars</u> January 23, January 24 & February 27	Registration Information <u>HERE</u>
<u>OML/OMAA Webinar: Feb 20th</u> Private Financing of Public Projects	Registration Information <u>HERE</u>
<u>OML/OMAA Webinar: Feb 28th</u> Dealing with people you can't stand - Communcation in the workplace	Registration Information <u>HERE</u>

AMP Update for Feb. 1, 2019

American Municipal Power, Inc.

Fri 2/1/2019 1:55 PM

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

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



Carey kicks off AMI project

By Jared Price - vice president of IT and chief technology officer

The Village of Carey's Advanced Metering Infrastructure (AMI) project kicked off on Jan. 15, with AMP visiting the village offices to cover the scope and timeline of the project. The project will result in the installation of a new RF Mesh system and the replacement of 1,926 electric meters and 1,438 water meters throughout the village. Installation is expected to begin near mid-year and be completed by the end of 2019.

AMP's AMI program is procured through Hometown Connections, Inc. (HCI), and provides municipal utilities with a number of benefits when upgrading their electric and water meters, including superior customer service capabilities, increased billing efficiency and decreased system losses. Participating

utilities will find that they are provided with an industry-leading level of flexibility and value, while having access to a variety of wholesale-priced meters, network equipment and applications. The Borough of Ephrata has proven to be an excellent example of these benefits, and you can view their case study [here](#).

If you are interested in learning more about this program, visit the [Advanced Metering Program page](#) of the [HCI website](#). For more information on how HCI can assist your utility, contact ami@hometownconnections.com.

AEP, APS, PP&L and Penelec set high 2019 peaks

By Mike Migliore - vice president of power supply planning

The bitter cold temperatures that hit the Midwest made it to the eastern portion of PJM on Jan. 31, but the cold was not quite as extreme as states west of Chicago experienced. Nevertheless, most of the transmission zones that have seen winter 1 CPs in the past did hit peak loads that may remain as the yearly peak for 2019. As of press time, PJM did not post official numbers for Jan. 31, but estimated loads and hours are shown below. Final values for Thursday's loads will be published next week.

The current CPs for 2019 are shown below. (EPT = Eastern Prevailing Time, also known as clock time)

ZONE	2018 Peak Load Thru 9/5/18	Date	Hour Ending EPT	2018 Peak
AEP	22,870	1/31/2019	8	22,739
FE	11,114	1/30/2019	19	12,825
APS	9,760	1/31/2019	8	9,342
PPL	7,850	1/31/2019	8	7,681
DUKE	4,850	1/31/2019	8	5,195
DELMARV	3,750	1/31/2019	8	4,002
DAYTON	3,168	1/30/2019	11	3,337
METED	2,781	1/30/2019	19	3,028
PENELEC	3,000	1/30/2019	19	2,997

AMP to host Mutual Aid sector meetings

By Scott McKenzie - director, member training and safety

At the recommendation of the Mutual Aid Committee, AMP will host a Mutual Aid Sector meeting for each of the sectors. These meetings will provide participants an opportunity to meet the communities within their Mutual Aid sector, as well as discuss Mutual Aid procedures in a small group setting.



The Gold Sector meeting will be held on March 13, 10 a.m. to 1 p.m., at the City of Wadsworth Fire Department, 338 Weatherston Dr., Wadsworth, OH 44281. This will be an excellent networking opportunity for communities in the Gold Sector to meet their neighbors and discuss Mutual Aid procedures. Lunch will be provided.

Topics of discussion will be:

- How to request Mutual Aid
- Who to contact
- Assessing storm damage
- Responding to Mutual Aid
- And any other questions or concerns you may have about the program

Please RSVP with me at smckenzie@amppartners.org or 614.306.4269 by March 8 so we have an accurate headcount for lunch. If you have any questions, please contact me, otherwise I look forward to seeing you on March 13.

Prairie State's power plant receives safety award

By Alyssa Harre, director, public relations and government affairs - PSGC

The Prairie State Generating Company (PSGC) is pleased to announce that its power plant team has been recognized by the Southern Illinois District of the Occupational Safety and Health Administration (OSHA) for receiving the Southern Illinois Occupational Safety and Health (SIOSH) Excellence Award for General Industry.

"The SIOSH Award is presented annually to compliment a company with safety and health practices that are exemplary," said Darnell Crenshaw, the acting deputy regional administrator for OSHA Region V. "PSGC has demonstrated these practices, and we want to recognize their effort and congratulate them for the safety and health actions that they've taken on in their committees. I think this award inspires organizations to inspect their safety programs, ensuring continual improvement."

The SIOSH award was created to promote and improve safety culture in higher-risk industries. This award encourages hard work by employees, supported by leadership, to establish excellent safety and health programs.

"Safety is our core value at Prairie State. It is the guiding principle behind everything that we do," said Randy Short, chief operating officer for PSGC. "Our employees have embraced a culture of safety at our power plant, and their level of engagement is the key to continuous improvement of our safety processes. It is an honor for our team to be recognized with this award."

Accepting the award on PSGC's behalf were Randy Short; Ken Pollmann, vice president of power generation; and the chairmen of PSGC's various safety committees: Jemal Warren, Josh Haley, Jason Nichols and Ken Bone.



PSGC power plant employees with members of the SIOSH Events Committee

Five tips for cold weather safety

By Lee Doyle - manager of corporate health and safety

As we move through the coldest part of the year, it is important to practice safety when working in the elements. Here are five tips to help keep warm, comfortable and healthy when working outdoors this winter:

- Wear layers - wearing multiple layers can help to trap more of your body heat
- Wear hats and gloves - most of your body heat is lost through your head and hands
- Stay dry - cold moisture speeds up heat loss, so take a break if you get wet
- Take breaks in warm areas - try to find a dry, warm shelter to help raise your body temperature

- Eat warm, high-calorie food - your body burns more energy to keep warm, so you should increase your caloric intake

If you have questions or concerns about working outdoors this winter, please feel free to contact me at rdoyle@amppartners.org.

January 2019: Polar Vortex fails to spike power prices

By Mike Migliore

Although the last two days of January 2019 saw headline-making frigid temperatures, natural gas and power prices throughout PJM and MISO stayed mild. The cold temperatures in the final two weeks of January offset the warm temperatures in the first weeks, leading to average temperatures for the month. The highest price of \$155/MWh occurred during the 9 a.m. hour on Jan. 31, but the next hour's \$128/MWh was the only other real jump in prices during the cold wave. Congestion throughout PJM was very small, even during the days of the polar vortex, unlike January 2018, when significant congestion caused a large increase in most member's power costs.

AVERAGE DAILY RATE COMPARISONS			
	January 2019 \$/MWh	December 2018 \$/MWh	January 2018 \$/MWh
A/D Hub 7x24 Price	\$30.99	\$32.54	\$52.58
PJM West 7x24 Price	\$33.57	\$33.79	\$72.91
A/D to AMP-ATSI Congestion/Losses	\$1.26	\$0.99	\$9.83
A/D to Blue Ridge Congestion/Losses	\$0.81	\$0.32	\$34.93
A/D to PJM West Congestion/Losses	\$2.58	\$1.25	\$20.32
PJM West to PP&L Congestion/Losses	-\$1.84	-\$2.60	\$11.30
IND Hub to A/D Hub Congestion/Losses	\$3.43	\$2.22	\$14.31

Energy Market update

By Jerry Willman - assistant vice president of energy marketing

The March 2019 natural gas contract decreased \$0.040/MMBtu to close at \$2.814 yesterday. The EIA reported a withdrawal of 173 Bcf for the week ending Jan. 25. Market expectations were for a withdrawal of 195 Bcf. Gas in storage now stands at 2,197 Bcf. This is 13 percent below the five-year average of 2,525 Bcf.

On-peak power prices for 2020 at AD Hub closed yesterday at \$36.55/MWh, which was \$0.65 lower for the week.

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

Week ending Feb. 1

MON	TUE	WED	THU	FRI
\$28.23	\$33.76	\$60.25	\$84.21	\$42.56

Week ending Jan. 25

MON	TUE	WED	THU	FRI
\$52.48	\$41.98	\$26.32	\$27.13	\$36.12

AEP/Dayton 2020 5x16 price as of Jan. 31 — \$36.55

AEP/Dayton 2020 5x16 price as of Jan. 24 — \$37.20

AFEC weekly update

By Jerry Willman

The AMP Fremont Energy Center (AFEC) was available for 2x1 operation for the week. The Midwest experienced a wide range of temperatures this week and that was reflected in the Fremont dispatch. The plant operated mostly within its economic base output range on Monday and Tuesday, but operated at near-maximum output with duct firing on Wednesday and Thursday. On Thursday, AFEC output averaged about 690 MWs for the day, and had one of its highest natural gas burns of 120,000 dths. Duct firing operated for 48 hours this week. The plant generated at a 76 percent capacity factor (based on 675 MW rating).

Meet the intern



MEET THE INTERN

BRANDON MCFANN

(Power Supply & Generation Operations Intern)

School: The University of Cincinnati where he studies electrical engineering

Hometown: Reynoldsburg, Ohio

Pastimes: Hiking, kayaking and participating in his STEM fraternity's events and functions

Typical day: Maps and records the location of substations and transmission lines using Google Earth and Excel



AMERICAN PUBLIC
POWER ASSOCIATION

2019

THE ACADEMY

Webinars

Register now for Webinars

Learn from your office! Individual webinars are \$109, or sign up for a series at a discounted rate. Register today at www.PublicPower.org under Education & Events. Non-members can enter coupon code **AMP** to receive the member rate.

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.

Village of Blanchester seeks applicants for electric lineworker

The Village of Blanchester is seeking applicants for an experience electric lineworker. The successful candidate must be skilled and be able to perform all classes of overhead and underground electric distribution work on energized and de-energized lines.

Responsibilities include all types of work involved with operation, maintenance, inspection, removal and rebuilding of high and low voltage electric distribution lines and appurtenances.

Applicants with Journeyman Certification and a class-A CDL will be preferred but not required. Interested applicants must fill an application at the board of public affairs (BPA) office, 318 E. Main St., Blanchester, OH 45107. A letter of interest and/or a resume can be attached to the application.

BPA offers competitive wages and the wage is negotiable based on qualifications and experience with in a range of \$23.00/hour to \$40.00/hour. All application materials must be received by the BPA office by Feb. 22. EOE

Call 937.302.0757 for more information.

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.